

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Finance (Expenditure) Department

#### Memorandum

3-40/66/Fin(Exp)Part II

The Government of India, Ministry of Home Affairs, New Delhi in their letter No. 1/56/71-GP dated 17th May, 1972 have conveyed their approval to correction to be made to the Annexure to the letter No. F.1/117/65-GP dated 15th January, 1966 published in Government Gazette (Supplement) No. 46, Series I dated 11th February, 1966 as under:

The pre-liberation post of "Chefe de Laboratorio" under P. W. D., Goa (item 74) carrying fixed pay of Rs. 533.33 is revised and equated to that of Chief Chemist in the Central scale of Rs. 325-25-500-30-590-30-800 (instead of Rs. 325-575) retrospectively, that is, 1-2-1966 (Appointed Day) with the stipulation that the arrears resulting from the re-fixation of pay in higher scale will be paid to the incumbent of the post Shri Antonio Jose da Silva for only three years prior to the date of issue of the Government of India order cited above.

V. G. Sathe, Under Secretary (Finance).

Panaji, 26th May, 1972.

### Development Department 'A'

#### Notification

CDB/COOP/360/70-71/72

Read:—Govt. Notification No. LD/3/72 dated 16-2-1972, published in the Official Gazette Series I—No. 48 of 24th February, 1972.

In exercise of the powers conferred on him by sub-section (2) of Section 1 of the Maharashtra Agricultural Produce Marketing (Regulation) (First Goa, Daman and Diu Amendment) Act, 1971, the Administrator, Goa, Daman and Diu hereby appoints the 1st July, 1972 as the date on which the said amendment Act shall come into force in the Union Territory of Goa, Daman and Diu.

By order and in the name of the Administrator of Goa, Daman and Diu.

Abel do Rosario, Under Secretary (Development).

Panaji, 15th May, 1972.

Industries and Power Department

#### Notification

2-56-71-IPD

#### Electricity Supply Tariffs

In exercise of the powers conferred by section 23 read with section 51A of the Indian Electricity Act 1910 and in partial modification of Notification nos. I&L/CEE/902/68/2170 dated 8th August, 1968 and 2/56/70-71/IPD dated 17th February, 1971 the Lieutenant Governor of Goa, Daman and Diu is hereby pleased to revise the existing tariffs in force in respect of temporary supply (8) Tariff-LT/Temporary as given below. These charges will come into force with effect from 1-6-1972 viz. energy consumed during the month of June, 1972 or major part thereof will be charged at these revised tariffs.

2. All other tariffs mentioned in above notifications remain unaltered.

3. The above referred revisions are provisional.

4. 8. TARIFF-LT/Temporary.

Available for supply at low voltage for a period not exceeding one month, which may be extended with prior permission of the Electricity Department.

1. Lights, fans and First 20 KWH Units per small appliances. day — 50 Ps./Unit.  
All in excess — Rs. 2/-/Unit.

2. Motive Power (for 20 Ps./KWH. all units).

3. Touring talkies and 20 Ps./KWH. cinemas (for all units).

Minimum bill, exclusive of meter rent, service, connection charges etc.

1. Lights, fans and small appliances. Rs. 10/- per day for supply upto 3 days and Rs. 5/- per day thereafter, but not exceeding one month.

2. Motive Power. Rs. 15/- per BHP of connected load or part thereof for a period of supply not exceeding one month.

3. Touring talkies and cinemas. Rs. 45/- for a period of supply not exceeding 15 days or part thereof.

"Month" means the calendar month when the period commences from the beginning of a calendar month; otherwise a period of 30 days.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 22nd May, 1972.

#### Notification

2-93-71-IPD

In Government Notification of even number dated 4-5-1972 published in Official Gazette Series I, No. 5, the following corrections are hereby ordered.

i) First paragraph of ANNEXURE I with subtitles starting with "Information for the candidates etc." and ending with "Penalty clauses in tariffs" on page No. 46, of the said Gazette, should be read between the sentences "By order and in the name of the Administrator of Goa, Daman and Diu" and "Legal aspects of Electric Power supply tariff ..... etc."

ii) The Annexure II starting with "Application Form" and ending with "(6) Centre at which to be examined" on page No. 46 of the said Gazette, should be read after the sentence "(vi) Procedure of execution of works and preparation of works abstracts." appearing on the same page i. e., at the end of Annexure I.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries & Labour.

Panaji, 24th May, 1972.

#### Labour and Information Department

Mormugao Port Trust

#### Notification

MPT/IGA (98)/72

As required under Section 124(2) of the Major Port Trusts Act, 1963 the amendment to the Mormugao Port Employees' (Recruitment, Seniority and Promotion) Regulations, 1964 adopted by the Board is hereby published:—

Insert the following as new Sub-clause 13(b) and renumber the existing Regulation 13 as 13(a):—

"13(b): Instructions contained in the draft directive sent by the Addl. Secretary and Director General, Ministry of Finance, Bureau of Public Enterprises, New Delhi vide d. o. letter No. 5(5)/71-BPE(IC) dated 25-1-1972 to the Secretary Ministry of Shipping and Transport, New Delhi will apply to all appointments in the Mormugao Port Trust covered under the said directive and to which direct recruitment is made and that concessions in regard to

maximum age, educational qualifications and medical standards etc. to disabled ex-servicemen will be extended, keeping in view the guide-lines laid down in the Ministry of Home Affairs O.M. No. 14/42/65-Estt(D) of 24-8-1966".

By Order

Shivakumar Dhindaw

Secretary

Mormugao, 22nd March, 1972.

#### Notification

MPT/IGA (77)/72

As required under Section 124(1) of the Major Port Trusts Act, 1963, it is hereby notified that the Central Government vide Ministry of Shipping and Transport's letter No. 7-PE(14)/72 dated the 13th April, 1972 have accorded approval to the amendments to the following regulations published in the Official Gazette Nos. 35 and 36 Series I dated the 25th November, and 2nd December, 1971 respectively:—

- i) Mormugao Port Employees (Medical Attendance) Regulations, 1969.
- ii) Mormugao Port Employees (Pension & Gratuity) Regulations, 1966.
- iii) Mormugao Port Employees (Supplementary Leave) Regulations, 1966 and
- iv) Mormugao Port Employees (Leave) Regulations, 1964.

By Order,

M. J. Kurian

Deputy Secretary.

Mormugao, 26th April, 1972.

#### Notification

MPT/IGA (161)/72

As required under Section 124(2) of the Major Port Trusts Act, 1963 the draft of Mormugao Port Trust (Issue and Management of Bonds) Regulations, 1972 adopted by the Board are hereby published:—

1. **Short title and application.**— (1) These regulations may be called the Mormugao Port Trust (Issue and Management of Bonds) Regulations, 1972.

(2) They shall apply to Bonds issued and sold by the Board of Trustees of Mormugao Port Trust under Chapter VII of the Major Port Trusts Act, 1963.

2. **Definitions.**— In these regulations unless there is anything repugnant in the subject or context;

(a) "ACT" means the Major Port Trusts Act, 1963,

(b) "BONDS" means Bonds issued and sold by the Board of Trustees of the Mormugao Port Trust

(c) "BOARD" means the Board of Trustees of Mormugao Port Trust constituted under the Act;

(d) "DEFACED BOND" means a Bond which has been made illegible and rendered undecipherable in material parts and the material parts of a Bond are those where:—

(i) the number, the issue to which it appertains and the face value of the Bond, or payment of interest are recorded, or

(ii) the endorsement or the name of the payee is written, or

(iii) the renewal receipt or the memorandum of transfer is supplied,

(e) "FORM" means a form as set out in the schedule to these regulations,

(f) "LOST BOND" means a Bond which has actually been lost and shall not mean a Bond which is in possession of some person adversely to the claimant,

(g) "MUTILATED BOND" means a Bond which has been destroyed, torn or damaged in material parts thereof,

(h) "OFFICE OF ISSUE" means the office of the Board of Trustees of Mormugao Port Trust on the books of which a Bond is registered or may be registered,

(i) "PRESCRIBED OFFICER" means the Financial Adviser and Chief Accounts Officer or such Officers of the Board as may be authorised by the Board for the purpose of Regulations 10, 11, 12, 13, 15, 16 and 17;

(j) "STOCK CERTIFICATE" means the Stock Certificate issued under the Regulation 3.

**3. Form of the Bond and the mode of transfer thereof etc.** — 1. A Bond may be issued in the form of —

a) a promissory note payable to, or to the order of a certain person; or

b) stock registered in the books of the Board for which Stock Certificates are issued.

2. i) A Bond issued in the form of a promissory note shall be transferable by endorsement and delivery like a promissory note payable to order,

ii) No writing on a Bond issued in the form of a promissory note shall be valid for the purpose of negotiation if such writing purports to transfer only a part of the amount denominated by the Bond.

3. A Bond issued in the form of a Stock Certificate and registered in the books of the Board shall be transferable either wholly or in part by execution of an instrument of transfer in Form V. The transferor in such a case shall be deemed to be the holder of the Bonds issued in the form of stock to which the transfer relates until the name of the transferee is registered by the Board.

4. i) A Bond shall be issued with the common seal of the Board over the signature of the Chairman of the Board which may be printed, engraved or lithographed or impressed by such other mechanical process as the Board may direct.

ii) a signature so printed, engraved, lithographed or otherwise impressed shall be as valid as if it had

been inscribed in the proper handwriting of the signatory himself.

5. No endorsement of a Bond in the form of a Promissory note or no instrument of transfer in the case of a Bond in the form of a stock Certificate shall be valid unless made by the signature of the holder or his duly constituted attorney or representative inscribed in the case of a Bond in the form of a promissory note on the back of the Bond itself and in the case of a stock Certificate on the instrument of transfer.

**4. Trust not recognised.** — (i) The Board shall not be bound or compelled to recognise in any way, even when having notice thereof, any trust or any right in respect of a bond other than an absolute right thereto in the holder.

(ii) Without prejudice to the provisions of sub-regulation (i), the Board may as an act of grace and without liability to the Board record in its books such directions by the holder of a Bond issued in the form of stock for the payment of interest on, or of the maturity value of, or the transfer of or such matters relating to the stock as the Board thinks fit.

**5. Provision for holding Bonds issued in the form of the stock certificate by trustees and office holders.**

1. A bond in the form of Stock Certificate may be held by a holder of an office —

a) in his personal name, described in the books of the Board and in the Stock Certificate as a Trustee whether as a trustee of the trust specified in his application or as a trustee without any such qualification, or

b) by the name of his office.

2. On an application made in writing to the Board in the Form required by the Board the person in whose name a Bond stands and on surrender of the Bond, the Board may —

a) make an entry in its books describing him as a trustee of a specified trust or as a trustee without specification of any trust and issue a Stock Certificate in his name described as trustee with or without the specification of the trust as the case may be, or

b) issue a Stock Certificate to him by the name of his office and make an entry in its books describing him as the holder of the stock by the name of his office according to the applicant's request provided —

(i) the request is in conformity with the provisions of sub-regulation (1) hereof.

(ii) the necessary evidence required by the Board in terms of sub-regulation (7) has been furnished; and

(iii) the Bond if it is in the form of promissory note has been endorsed in favour of the Board and if in the form of Stock Certificate has been received by the registered holder in Form X.

3. The Stock Certificate under sub-regulation (1) may be held by the holder of the office either alone or jointly with another person or persons or with a person or persons holding an Office.

4. When the stock is held by a person in the name of his office, any documents relating to the stock certificate concerned may be executed by the person for the time being holding the Office by the name in which the stock certificate is held as if his personal name were so stated.

5. Where any transfer-deed, power of attorney or other document purporting to be executed by a stock certificate holder described in the books of the Board as a trustee or as a holder of an office is produced to the Board, the Board shall not be concerned to inquire whether the stock-holder is entitled under the terms of any trust or document or rule to give any such power or to execute such deed or other document, and may act on the transfer deed, power of attorney or document in the same manner as though the executant is a stock certificate holder and whether the stock certificate holder is or is not described in the transfer deed, power of attorney or document as a trustee or as a holder of an Office and whether he does or does not purport to execute the transfer deed, power of attorney or document in his capacity as a trustee or as a holder of the office.

6. Nothing in these regulations shall, as between any trustees or office holders, or as between any trustees or office holders and the beneficiaries, under a trust or any document or rules, be deemed to authorise the trustees or office holders to act otherwise than in accordance with the rules of law applying to trust the terms of the instrument constituting the trust or the rules governing the association of which the stock certificate holder is a holder of an office and neither the Board nor any person holding or acquiring any interest in any stock certificate shall by reason only of any entry in any register maintained by the Board in relation to any stock certificate or of any stock certificate holder or of anything in any document relating to stock certificate be affected with notice of any trust or of the fiduciary character of any stock certificate holder or of any fiduciary obligation attaching to the holding of any stock certificate.

7. Before acting on any application made, or on any document purporting to be executed, in pursuance of this regulation by a person as being the holder of any office, the Board may require the production of evidence that such person is the holder for the time being of that office.

6. **Persons disqualified to be holders.**— No minor and no person who has been found by a competent court to be of unsound mind shall be entitled to be a holder of Bond.

7. **Payment of Interest.**— (1) Interest on a Bond in the form of a promissory note shall be paid by the office of issue or any other office of the Board specified in the Bond prospectus subject to compliance by the holder of the Bond with such formalities as the Board may require, and on presentation of the Bond.

(2) Interest on a Bond in the form of stock Certificate shall be paid by warrants issued by the Board and payable at the office of the State Bank of India

in Vasco da Gama. The presentation of the Stock Certificate shall not be required at the time of payment of interest but the payee shall acknowledge the receipt at the back of the warrant.

8. **Procedure where Bond in the form of a promissory note is lost etc.**— (1) Every application for the issue of a duplicate Bond in place of a Bond which is alleged to have been lost, stolen, destroyed, mutilated or defaced, either wholly or in part shall be addressed to the office of issue, and shall contain the following particulars, namely:—

(a) Particulars of the Bond according to the following form:—

Bond for Rs. ... No ... of the ... percent Bond ...

(b) Last half year for which interest has been paid;

(c) the Person to whom such interest was paid;

(d) the person in whose name Bond was issued (if known);

(e) the circumstances attending the loss, theft, destruction, mutilation or defacement; and

(f) whether the loss or theft was reported to the police.

(2) Such application shall be accompanied by:—

(a) where the Bond was lost in the course of transmission by registered post, the Post Office registration receipt for the letter containing the Bond.

(b) a copy of the police report, if the loss or theft was reported to the Police;

(c) if the applicant is not the registered holder, an affidavit sworn before a magistrate testifying that the applicant was the last legal holder of the Bond, and all documentary evidence necessary to trace back the title to the registered holder; and,

(d) any portion or fragments which may remain of the lost, stolen, destroyed, mutilated, or defaced bond.

9. **Notification in Gazette.**— The loss, theft, destruction, mutilation or defacement of a bond or portion of a bond or portion of a bond in the form of a promissory note shall forthwith be notified by the applicant in three successive issues of the Gazette of India and of the local Official Gazette, if any of the place where the loss, theft, destruction, mutilation or defacement occurred. Such notification shall be in the following form or as nearly in such form as circumstances permit:—

“Lost”, (“stolen”, “destroyed”, “mutilated”, or “defaced” as the case may be)

The Mormugao Port Trust Bond ... No. ... of the ... per cent. Bond for Rs. ... originally standing in the name of ... and last endorsed to ... the proprietor, by whom it was never endorsed to any other person having been lost, (stolen, destroyed, mutilated or defaced) notice is hereby given that payment of the above bond and the interest thereupon has been stopped at the office of issue, and that application is about to be made or has been made for the issue of a duplicate in favour of the proprietor. The pu-

blic are cautioned against purchasing or otherwise dealing with the above-mentioned bond.

Name of person notifying: —

Residence:

**10. Issue of duplicate Bond and taking of indemnity.** — (1) After the publication of the last notification prescribed in Regulation 9, the prescribed officer shall, if he is satisfied of the loss, theft, destruction, mutilation or defacement of the bond and of the justice of the claim of the applicant, cause the particulars of the Bond to be included in a list published under Regulation 12, and shall order the office of issue: —

(a) If only a portion of the Bond has been lost, stolen, destroyed, mutilated or defaced, and if a portion thereof sufficient for its identification has been produced, to pay interest and to issue to the applicant, on execution of an indemnity such as is hereinafter mentioned a duplicate bond in place of that of which a portion has been so lost, stolen, destroyed, mutilated or defaced either immediately after the publication of the list under Regulation 12 or on the expiry of such period as the prescribed officer may consider necessary from the date of publication of the said list;

(b) if no portion of the bond so lost, stolen, destroyed, mutilated or defaced, sufficient for its identification has been produced —

(I) to pay to the applicant, two years after the publication of the said list, and on the execution of an indemnity in the manner hereinafter prescribed, the interest in respect of the bond so lost, stolen, destroyed, mutilated or defaced till the expiry of the period of four years as next hereinafter provided; and

(II) to issue to the applicant a duplicate bond in place of the bond so lost, stolen, destroyed, mutilated or defaced four years after the date of publication of the said list; provided that —

(i) if the date on which the bond is due for repayment falls earlier than the date on which the said period of four years expires, the prescribed officer shall within six weeks, of the former date, invest the principal amount due on the bond in the Post Office Savings Bank, and shall repay this amount, together with any interest which may have accrued thereon in such Bank, to the applicant at the time when a duplicate bond would otherwise have been issued, and

(ii) if at any time before the issue of the duplicate bond the original bond is discovered or it appears to the office of issue for other reasons that the order should be rescinded, the matter shall be referred to the prescribed officer for further consideration and in the meantime all action on the order shall be suspended. An order passed under this sub-regulation shall on expiry of the period of four years referred to therein, become final unless it is in the meantime rescinded or otherwise modified.

(2) The prescribed officer may, at any time prior to the issue of a duplicate bond, if he finds sufficient

reason, alter or cancel any order made by him under this regulation and may also direct that the interval before the issue of a duplicate bond shall be extended by such period not exceeding four years as he may think fit.

(3) **Indemnities:** — (i) (a) when executed under sub-regulation (1) (a) shall be for twice the amount of interest involved, that is to say, twice the amount of all back interest accrued due on the bond plus twice the amount of all interest to accrue due thereon during the period which will have to elapse before the issue of a duplicate bond can be made, and

(b) in all other cases shall be for twice the face value of the bond plus twice the amount of interest calculated in accordance with clause (a).

(ii) The prescribed officer may direct that such indemnity shall be executed by the applicant alone or by the applicant and one or two sureties approved by him as he may think fit.

**11. Procedure when a Bond in form of a stock certificate is lost etc.** — (1) Every application for the issue of a duplicate Stock Certificate in place of a Stock Certificate which is alleged to have been lost, stolen, destroyed, mutilated or defaced either wholly or in part shall be addressed to the office of issue and shall be accompanied by —

(a) the Post Office registration receipt of the letter containing the stock certificate, if the same was lost in transmission by registered post;

(b) a copy of the police report, if the loss or theft was reported to the police;

(c) an affidavit sworn before a Magistrate testifying that the applicant is the legal holder of the stock certificate and that the stock certificate is neither in his possession nor has it been transferred, pledged or otherwise dealt with by him; and

(d) any portions or fragments which may remain of the lost, stolen, destroyed, mutilated or defaced stock certificate.

(2) The circumstances attending the loss shall be stated in the application.

(3) The prescribed officer shall, if he is satisfied of the loss, theft, destruction, mutilation or defacement of the stock certificate, direct the issue of a duplicate stock certificate in lieu of the original certificate.

**12. Publication of list.** — (1) The list referred to in Regulation 10 shall be published half-yearly in the Gazette of India in the months of January and July or as soon afterwards as may be convenient.

(2) All bonds in respect of which an order has been passed under Regulation 10 shall be included in the first list published next after the passing of such order and thereafter such bonds shall continue to be included in every succeeding list until the expiration of four years from the date of first publication.

(3) The list shall contain the following particulars regarding each bond included therein, namely, the name of the issue, the number of the bond, its value,



the name of the person to whom it was issued, the date from which it bears interest, the name of the applicant for a duplicate, the number and date of the order passed by the prescribed officer for payment of interest or issue of a duplicate, and the date of publication of the list in which the bond was first included.

**13. Determination of a mutilated Bond as a Bond requiring issue of duplicate.**— It shall be at the option of the prescribed officer to treat a bond which has been mutilated or defaced as a bond requiring issue of a duplicate under Regulation 10 or a mere renewal under Regulation 16.

**14. When a Bond in the form of a promissory note may be required to be renewed.**— (1) A holder of a bond in the form of a promissory note may be required by the office of issue to receipt the same for renewal in any of the following cases, namely—

(a) if only sufficient room remains on the back of the bond for one further endorsement or if any word is written upon the bond across the existing endorsement or endorsements;

(b) if the bond is torn or in any way damaged or crowded with writing or unfit, in the opinion of the officer of issue;

(c) if any endorsement is not clear and distinct or does not indicate the payee or payees, as the case may be, by name or is made otherwise than in one of the endorsement pages on the back of the bond;

(d) if the interest on the bond has remained undrawn for ten years or more;

(e) if the interest cages on the reverse of the bond have been completely filled or if the vacant printed cages on the reverse of the bond do not correspond with the half years for which interest has become due on the date when the bond is presented for drawal of interest;

(f) if the bond having been enfaced three times for payment of interest is presented for re-enfacement and

(g) if in the opinion of the office of issue, the title of the person presenting the bond for payment of interest is irregular or not fully proved.

(2) When requisition for renewal of a bond has been made under sub regulation (1) payment of any further interest thereon shall be refused until it is receipted for renewal and actually renewed.

**15. Person whose title to a Bond of a Deceased sole holder may be recognised.**— (1) The executors or administrators of a deceased sole holder of a bond (whether a Hindu, Mohammedan, Parsi or otherwise) or the holder of a succession certificate issued under Part X of the Indian Succession Act, 1925 (39 of 1925) in respect of the Bond shall be the only persons who may be recognised by the office of issue (subject to any general or special instructions of the prescribed officer) as having any title to the bond.

(2) Notwithstanding anything contained in Section 45 of the Indian Contract Act, 1872 (9 of 1872)

in the case of a bond issued, sold or held payable to two or more holders the survivors or survivor and on the death of the last survivor, his executors, administrators, or any person who is the holder of a succession certificate in respect of such bond shall be the only person who may be recognised by the office of issue (subject to any general or special instructions or the prescribed officer) as having any title to the bond.

(3) The office of the issue shall not be bound to recognise such executors or administrators unless they shall have obtained probate or letters of administration as the case may be from a competent court or office in India, having effect at the place of situation of the office of issue, provided that in any case where the prescribed officer in his absolute discretion thinks fit, it shall be lawful for him to dispense with the production of probate or letters of administration or other legal representation upon such terms as to indemnity or otherwise as he may think fit.

**16. Receipt of renewal etc.**— (1) Subject to any general or special instructions of the prescribed officer, the office of issue may, by its order, on the application of the holder—

(a) on his delivering the bond or bonds in the form of promissory note or notes and on his satisfying the office of issue regarding the justice of his claim, renew, sub-divide or consolidate the note or notes, provided the note or notes has or have been receipted in form-I, II or III, as the case may be, or

(b) convert the note or notes into a stock certificate or stock certificates provided the note or notes has or have been endorsed as follows:—

“Pay to the Mormugao Port Trust”, or

(c) renew, sub-divide or consolidate a stock certificate or stock certificates provided the stock certificate or stock certificates has or have been receipted in Form VI, VII or VIII, as the case may be, or

(d) convert the stock certificate or stock certificates into promissory note or notes provided the stock certificate or stock certificates has or have been receipted in Form IX, or

(e) convert the bonds of one series into those of another provided—

(i) inter series conversion is permissible, and

(ii) the conditions governing such conversion are complied with.

(2) The office of issue may, under the orders of prescribed officer, require the applicant for renewal, sub-division or consolidation of a bond under the sub-regulation (1) to execute an indemnity in Form IV with one or more sureties approved by him.

**17. Renewal of Bond in case of dispute as to title.**— Where there is a dispute as to the title to a bond in respect of which an application for renewal has been made, the prescribed officer may:—

(a) where any party to the dispute has obtained a final decision from a court of competent jurisdiction declaring him to be entitled to such bond, issue a renewed bond in favour of such party, or

(b) refuse to renew the bond until such a decision has been obtained.

*Explanation:*—For the purposes of this regulation, the expression "final decision" means a decision which is not appealable or a decision which is appealable but against which no appeal has been filed within the period of limitation allowed by law.

**18. Liability in respect of bond renewed etc.**—When a duplicate bond has been issued under Regulation 10 or a renewed bond has been issued or a new bond has been issued upon sub-division or consolidation under Regulation 16, in favour of a person, the bond so issued shall be deemed to constitute a new contract between the Board and such person and all persons deriving title thereafter through him.

**19. Discharge.**—The Board shall be discharged from all liability in respect of the bond or bonds paid on maturity or in place of which a duplicate, renewed, sub-divided or consolidated bond or bonds has or have been issued:—

(a) in the case of payment, after the lapse of six years from the date on which payment was due;

(b) in the case of a duplicate bond after the lapse of six years from the date of the publication under Regulation 12 of the list in which the bond is first mentioned, or from the date of the payment of interest on the original bond referred to in Regulation 10 whichever date is later;

(c) in the case of a renewed bond or of a new bond issued upon sub-division or consolidation after the lapse of six years from the date of issue thereof.

**20. Discharge in respect of interest.**—Save as otherwise expressly provided in the terms of the bond, no person shall be entitled to claim interest on any such bond in respect of any period which has elapsed after the earliest date on which demand could have been made for the payment of the amount due on such bond.

**21. Discharge of a Bond.**—When a bond becomes due for payment of principal, the bond shall be presented at the office of the Board at which interest thereon is payable or at the office of issue duly signed by the holder on its reverse.

**22. Fees to be paid in respect of issue of stock certificates; duplicate securities and of renewal, conversion, consolidation & sub-division etc.**—A fee of Rs. 3.00 (Rupees Three only) will be levied in respect of the issue of stock certificates, duplicate securities and of the renewal, conversion, consolidation and sub-division of securities.

**23. Exercise of powers on behalf of the board.**—The powers exercisable by the Board under Regulations 4(ii), 5(2), 5(7) and 7(1) may be exercised on behalf of the Board by the Chairman of the Board of Trustees and in his absence the Financial Adviser and Chief Accounts Officer of the Board.

## THE SCHEDULE

### FORM I

[See regulation 16(1)(a)]

Form of endorsement for renewal of a Bond in form of a promissory note.

Received in lieu hereof, a renewed Note payable to (name of holder), with interest payable by the Board of Trustees of the Mormugao Port Trust...

Signature of the holder/duly authorised representative of (name of holder) ...

### FORM II

[See regulation 16(1)(a)]

Form of endorsement for sub-division of a bond in the form of a Promissory note

Received in lieu hereof ..... Notes for Rs. ... respectively, payable to (name of holder) ... with interest payable by the Board of Trustees of the Mormugao Port Trust ...

Signature of the holder/duly authorised representative of (name of holder) ...

### FORM III

[See regulation 16(1)(a)]

Form of endorsement for consolidation of bonds in the form of promissory notes.

Received in lieu hereof a new note payable to (name of holder) for Rs. ... by consolidation with Note or Notes No(s) mentioning the numbers and amounts of the other Notes desired to be consolidated with it and specifying the issue) with interest payable by the Board of Trustees of the Mormugao Port Trust ...

Signature of the holder/duly authorised representative of (name of holder) ...

### FORM IV

[See regulation 16(2)]

Know all men by these presents that We @ ... Son of ... Resident of ... and £ ... son of ... Resident of ... and ... son of ... Resident of ... hereby bind ourselves and each of us, our and each of our heirs, executors, administrators and representatives and all of them jointly and severally to the Board of Trustees of the Mormugao Port Trust as constituted under the Major Port Trusts Act, 1963 (hereinafter called «the said Board») for payment of the sum of Rs. ... to the said Board, its certain attorneys, successors and assigns.

AND I/each of us the said ... hereby covenant with the said Board that if any suit shall be brought touching the subject matter of this obligation or the condition hereunder written in any court subordinate to the Court of the Judicial Commissioner of Goa, Daman and Diu at Panaji the same may, at the instance of the said Board whoever may be a Party to such suit be removed unto, tried and determined by, the said Court of the Judicial Commissioner in its extraordinary original civil jurisdiction at Panaji.

WHEREAS THE said ... (@) ... has applied to the said Board, for the renewal/consolidation/sub-division of bond (bonds) issued by the said Board mentioned in the schedule hereto.

AND WHEREAS the said Board has consented and agreed to accept the said application on the said (@) ... with two good and sufficient sureties entering into and executing the above written bond subject to the condition hereunder written:

AND WHEREAS the above bounden ... (and) ... \*at the request of the said (\*If there are two sureties) @ ... has (have) agreed to become surety (sureties) for (@) and to join with the said ... (@) in executing the above written bond.

@ Principal.  
£ Sureties.

Now the condition of the above written bond is such that if the above bounden ... (@) and (f) or each of them or their heirs, executors, administrators or representatives or any or either of them shall from time to time and at all times hereafter effectually save, defend, keep harmless and indemnified the said Board from and against the claims and demands of all persons claiming to be entitled to the bond (bonds) issued by the said Board mentioned in the schedules hereto or to any interest thereon and of other persons whomsoever in respect of the said bond (bonds) or the renewal thereof or the payment of interest thereon and from and against all damages, losses, costs, charges and expenses which the said Board may sustain, incur or be liable to for or in consequence of any such claim or demand or by reason of the issue of renewed bond (bonds) as aforesaid or the payment of any interest due on the said bond (bonds) or renewed bond (bonds) then the above written bond shall be void but otherwise the same shall remain in full force and effect.

Signed and delivered by ... in the presence of ... and of ...  
Date:

The Schedule herein referred to

Nature & description of the bond	Number	Date of issue	Amount
----------------------------------	--------	---------------	--------

@ Principal.  
f Sureties.

#### FORM IV

##### Form of Transfer

[See regulation 5(3)]

I/We ... do hereby assign and transfer my/our interest or share in the inscribed stock of the ... per cent Mormugao Port Trust Bonds of ... amounting to Rs. ... being the amount/a portion of the stock for Rs. ... as specified on the face of this instrument together with the accrued interest thereon unto ... his/her/their/executors, administrators or assigns, and I/We ... do freely accept the above stock transferred

to the extent it has been transferred to me/us.

I/We @ ... hereby request that on my/our @ being registered as the holder/s of the stock hereby transferred to me/us the aforesaid stock certificates @/certificates the aforesaid stock certificate to the extent it has been transferred to me @/us may be renewed in my @/our name(s)/converted in my/our @name(s).

\*\*I/We ... hereby request that on the above transferee(s) being registered as the Holder(s):

- (ii) the necessary evidence required by the Board in terms of sub-regulation (7) has been furnished; and
- (iii) the Bond if it is in the form of promissory note has been endorsed in favour of the Board and if in the form of stock Certificate has been receipted by the registered holder in Form X.

(3) The Stock Certificate under sub-regulation (1) may be held by the holder of the Office/either alone or jointly with another person or persons or with a person or persons holding an office.

(4) When the stock is held by a person in the name of his office, any documents relating to the stock certificate con-

cerned may be executed by the person for the time being holding the office by the name in which the stock certificate is held as if his personal name were so stated.

(5) Where any transfer-deed, power of attorney or other document purporting to be executed by a stock certificate holder described in the books of the Board as a trustee or as a holder of an office is produced to the Board, the Board shall not be concerned to inquire whether the stock-holder is entitled under the terms of any trust or document or rules to give any such power or to execute such deed or other document, and may act on the transfer deed power of attorney or document in the same manner as though the executant is a stock certificate holder and whether the stock certificate holder is or is not described in the transfer deed power of attorney or document as a trustee or as a holder of an office and whether he does or does not purport to execute the transfer deed, power of attorney or document in his capacity as a trustee or as a holder of the office.

(6) Nothing in these regulations shall, as between any trustees or office holders, or as between any trustees or office holders and the beneficiaries, under a trust or any document or rules, be deemed to authorise the trustees or office holders to act otherwise than in accordance with the rules of law applying to trust the terms of the instrument constituting the trust or the rules governing the association of which the stock certificate holder is a holder of an office and neither the Board nor any person holding or acquiring any interest in any stock certificate shall by reason only of any entry in any register maintained by the Board in relation to any stock certificate or any stock certificate holder or of anything in any document relating to stock certificate be affected with notice of any trust or of the fiduciary character of any stock certificate holder or of any fiduciary obligation attaching to the holding of any stock certificates.

(7) Before acting on any application made, or on any document purporting to be executed, in pursuance of this regulation by a person as being the holder of any office, the Board may require the production of evidence that such person is the holder for the time being of that office.

#### 6. Persons disqualified to be holders:

No minor and no person who has been found by a competent court to be of unsound mind shall be entitled to be a holder of Bonds.

#### 7. Payment of interest:

- (1) Interest on a bond in the form of a promissory note shall be paid by the office of issue or any other office of the Board specified in the bond prospectus subject to compliance by the holder of the bond with such formalities as the Board may require, and on presentation of the bond each (together with a new stock certificate for the balance amounting to Rs. ... ..) with interest payable by the Board ...

Signature of the registered holder/duly authorised representative (name of the registered holder) ...

@ Principal.

#### FORM X

[See regulation 5(2) (b) (iii)]

Form of receipt for renewal of a Bond issued in the form of a stock Certificate.

Received in lieu hereof a renewed Stock Certificate of the ... per cent Mormugao Port Trust Bonds ... for Rs. ... in favour of ... with interest payable by the Board of Trustees of the Mormugao Port Trust.

...  
(Signature of the registered holder)

By Order

Shivakumar Dhindaw  
Secretary

Mormugao, 29th May, 1972.



**Notification**

MPT/IGA(65)/72

In supersession of the Notification No. MPT/IGA (E.1230)/69 dated 5-12-1969 published in the Official Gazette Nos. 41 and 42 Series I, dated the 8th January, 1970 and the 15th January, 1970 respectively, the following draft of revised Regulations adopted by the Board of Trustees are hereby published in terms of Section 124(2) of the Major Port Trusts Act, 1963.

**DRAFT OF REVISED MORMUGAO PORT EMPLOYEES (GRANT OF ADVANCES FOR BUILDING ETC. OF HOUSES) REGULATIONS, 1972.**

**1. Short title and Commencement.** — (i) These Regulations may be called the Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1972.

(ii) They shall come into effect from the date the approval of the Central Government is published in the Official Gazette.

**2. Eligibility.** — House-building advance may be granted to the following categories of employees of the Board: —

a) Permanent employees of the Board.

b) Employees of the Board not falling in category (a) above, who have rendered at least 10 years' continuous service, provided that the sanctioning authority is satisfied that they are likely to continue in the service of the Board at least till the house, for which the advance is sanctioned, is built and/or mortgaged to the Board.

*Note:* (i) The word "Employees" means employees of the Board of Trustees of Mormugao Port but does not include casual or daily-rated labour; it does not also include deputationists to the Mormugao Port Trust from the Central Government, State Government, Public Sector Undertakings and other Organisations in whose case, applications for the grant of house-building advance should be processed to finality by the parent department.

(ii) In cases where both the husband and wife happen to be employees of the Board and are eligible for the grant of advance, it shall be admissible to only one of them.

**3. Conditions to be fulfilled.** — An applicant for the grant of an advance must satisfy the following conditions: —

a) The cost of the house or flat to be built or purchased (including the cost of residential plot as mentioned in the Sale Deed of Land/house/flat) should not exceed seventy-five times the pay of an employee or Rs. 100,000 whichever is less and the applicant should not have availed of any loan or advances for the acquisition of a house from any other source e.g. the Department of Rehabilitation, or Life Insurance Corporation or a Central or State Housing Scheme. Advances may also be granted in cases where the cost of house/to be built/purchased (including the cost of residential plot as mentioned in the Sale/Lease deed of

land/house/flat) does not exceed Rs. 30,000 even though it may exceed seventy-five times the pay of an employee; provided, however that where the loan, advance etc. already availed of by an applicant does not exceed the amount admissible under these Regulations, it would be open to him to apply for an advance under these Regulations on the condition, that he undertakes to repay the outstanding loan, advance etc. (together with interest, if any, thereon) forthwith, in one lumpsum, to the Department of Rehabilitation of Life Insurance Corporation, Central or State Housing Scheme concerned.

In case where an employee makes (or has made) a final withdrawal from his Provident Fund account in connection with the construction/acquisition of a house, or a residential plot, in addition to availing of an advance under these Regulations, the total amount of the advance sanctioned under these Regulations and that withdrawn from the Provident Fund should not exceed Seventy-five times the monthly pay etc. or Rs. 100,000, whichever is less.

b) Neither the applicant, nor the applicant's wife/husband/minor child should own a house. However, this condition may be relaxed by the Board/Chairman in exceptional circumstances; as, for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village, and the applicant desires to settle down in a town; or where an applicant happens to own a house jointly with other relations etc., and he desires to build a separate house for himself. House Building Advance may however be granted to an employee who owns the land/house jointly with his/her wife/husband, if otherwise admissible.

c) The floor area of the house to be constructed or purchased must not be less than 35 sq. metres.

*Note:* For the purposes of this and other Regulations, notes, forms of mortgage etc., appended to these Regulations, the term "house" also includes a flat unless the context otherwise warrants.

d) The advance will not be admissible to the employee in whose case there may be legal difficulty in recovering the advance.

**4. Purposes for which advance may be granted.** — An advance may be granted for —

a) Constructing a new house (including the acquisition of a suitable plot of land for the purpose) either at the place of duty or at the place where the employee proposes to settle after retirement. An application for an advance for purchasing a ready built house or flat may also be considered provided that: —

a) the advance will not exceed sixty times the monthly pay and will be further restricted to 80 per cent of the total cost of the house/flat or Rs. 50,000 whichever is lower.

b) the advance will be admissible only for an outright purchase and not for hire-purchase of a house/flat and

c) the employee gets the right to mortgage the house/flat to the Board straightaway and

d) the total cost of the house/flat does not exceed the prescribed ceiling.

**Note:** In the case of sale of flats/houses by Government, Semi-government, or local Bodies, Housing Boards, Development Authorities and the like, the applicant while submitting the applications need not enclose therewith any approved plans, estimates, valuation and utility, remaining life of the buildings, certificates. In such cases, it will be presumed that the house/flat is in an approved/developed colony and that the house/flat has been constructed according to a properly approved plan and is of sound specifications and the building will at least last for 20 years (the maximum period in which the advance with interest is recoverable) and that the cost of house/flat is reasonable. In such cases the application should be accompanied by the following documents only:—

1. An attested copy of a letter from the Government Department/Semi-Government Organisation/Local Body/Housing Board etc., as the case may be (from whom the house is to be purchased) allotting or agreeing to allot the land and house (or the flat as the case may be) and stating therein:—

- a) cost of the house/flat;
- b) conditions for sale;
- c) the accommodation available therein;
- d) whether they have permitted the employee to mortgage the land and the house/flat in favour of the Board as security for the advance of such terms and conditions as the Board may prescribe.

2. An attested copy of the draft lease/sale deed for the house/flat.

3. In the case of construction and purchase of flats, in addition to executing a Mortgage Deed and an agreement and furnishing of surety etc. as provided in these Regulations, an applicant should also, furnish evidence of seller's clear title to the land and collateral security, to the satisfaction of the Head of the Department, where the land is not mortgaged in favour of the Board.

b) Enlarging living accommodation in an existing house owned by the employee concerned, (or jointly owned with his/her wife/husband) provided that the total cost of existing structure including land and the proposed additions and expansions does not exceed seventy five times his monthly pay or Rs. 100,000/- whichever is less. Advances may also be granted in cases where the total cost of existing structure (including land) and the proposed additions and expansions does not exceed Rs. 30,000 even though it may exceed seventy five times the pay of an employee.

c) The repayment of a loan or an advance taken from a Government source, as contemplated in Regulation 3(a) above. This facility will, however, not be available if the construction on the house has already commenced.

**5. Amount of advance.**— a) Not more than one advance shall be sanctioned under these Regulations to an employee during his/her entire service.

b) Applicant may be granted an advance not exceeding an amount equal to sixty times the monthly pay including officiating pay, (except where drawn in a leave vacancy) dearness pay, personal pay and special pay, subject to a maximum of

Rs. 50,000 in cases covered by Regulation 4(a) above and Rs. 15,000 in cases falling under Regulation 4(b) above.

Low paid employees may however, be granted an advance upto Rs. 4,800/- irrespective of the pay actually drawn by them subject to his re-paying capacity.

The actual amount of advance to be sanctioned will be determined by the Chief Engineer of the Board on the basis of plans, detailed specifications and estimates to be furnished by applicants justifying the amount of advance applied for, and shall be restricted to the estimated cost of construction/purchase within the ceiling amount prescribed above, and subject to the further condition that, in the case of construction in rural areas, the amount of the advance, will, in no case, exceed 80 per cent of the true cost of land and construction of the house or true cost of enlarging living accommodation. The amount of an advance will further be restricted to the amount which an employee can repay partly from his gratuity/death-cum-retirement gratuity and partly by convenient monthly deductions from his pay, before the date of his superannuation, according to service Regulations applicable to him.

For the purpose of these calculations, it will be assumed that an employee can generally commence repayment of the advance one year after the date of approval of the advance by the Board and that an instalment calculated upto 33⅓% of his/her pay will be within his/her paying capacity.

**6. Sanctioning authority.**— The authority competent to sanction an advance under these Regulations will be the Board in the case of a Head of Department and employees holding posts the maximum of the scale of which exceeds Rs. 1,000/- in all other cases, it will be the Chairman.

**7. Disbursement and security.**— (a) (1) *An advance required partly for the purchase of land and partly for constructing a single-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:* (i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing developed plot of land on which construction can commence immediately on receipt of the loan, on his executing an agreement in the prescribed form (vide Form No. 5 or 5A as applicable) for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Chairman within two months of the date on which the above amount of 20 per cent is drawn or within such further time as the Board/Chairman may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to Board, together with interest thereon.

(ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board, in the prescribed form (vide Form No. 5 B), agreeing to mortgage the land,

together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.

(iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.

(iv) The balance of the sanctioned advance will be payable when the construction of the house has reached roof level, provided the Chairman is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (2) *An advance required only for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:* (i) An amount equal to 30 per cent of the sanctioned advance will be payable to the applicant on his/her mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board in the prescribed form (vide Form No. 5C) agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.

(ii) A further amount not exceeding 40 per cent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) The remaining 30 per cent of the sanctioned advance will be payable when the house has reached roof level, provided the Chairman is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (3) *An advance required partly for the purchase of land and partly for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:*

(i) An amount not exceeding 15 per cent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form (vide Form No. 5 or 5A as applicable) for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the Chairman within two months of the date on which the above amount of 15 per cent is drawn, or within such further time as the Board/Chairman may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to Board, with interest thereon.

(ii) An amount equal to 25 per cent of the balance of the advance will be payable to the applicant on his mortgaging, in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of rule 7(a) (1) (ii) will apply.

(iii) An amount equal to 30 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house has reached plinth level.

(iv) A further amount not exceeding 25 per cent of the amount remaining after deducting from the sanctioned amount of advance, the instalment given for the purchase of land, will be payable when the roof of the ground floor has been laid.

(v) The balance of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Chairman is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (4) *An advance required only for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:* — (i) An amount equal to 25 per cent of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7(a) (2) (i) will apply.

(ii) A further amount not exceeding 30 per cent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) A further amount not exceeding 25 per cent of the sanctioned advance will be payable when the roof of the ground floor has been laid.

(iv) The remaining 20 per cent of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Chairman is satisfied that development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (5) *An advance for purchasing a ready-built house shall be paid as follows:* — The Chairman may authorise the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicant's executing an agreement in the prescribed form (Vide Form No. 5) for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to the Board within three months of the drawal of the advance, failing which, the advance together with the interest thereon, shall be refunded to the Board forthwith, unless an extension of the time limit is granted by the Chairman.

(a) (6) *An advance required for purchase/construction of a new flat shall be paid as follows:* —

(a) Chairman may authorise the payment of the amount required by and admissible to the applicant, on the applicant's executing an agreement in the prescribed form (vide Form No. 5) and comply with the provisions contained in Regulation 7(b) (2) for the repayment of the loan. The amount may either be disbursed in one lumpsum or in suitable instalments at the discretion of the Chairman. The amount so drawn or the instalment/s so drawn by the applicant shall be utilised for the purpose for which it was drawn within one month of the drawal of the advance of the instalment/s, failing which the advance or part of the

advance so disbursed, together with interest thereon shall be refunded to Board forthwith, unless an extension of this time limit is specifically granted by the Chairman.

(a) (7) *An advance required for repaying a loan taken by the applicant for constructing a house shall be paid as follows:* — Chairman may authorise payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicant's executing an agreement in the prescribed form for the re-payment of the loan. The acquisition of the house must be completed, and the house mortgaged to the Board within three months of the drawal of the advance, failing which the advance together with the interest thereon shall be refunded to the Board forthwith, unless an extension of this time limit is granted by the Chairman.

(7) (b) (1) In addition to their executing the agreement/mortgage deed referred to in sub-para (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent employee of the Board in the prescribed form (Vide Form No. 6) before the sanction of advance or any part thereof is actually disbursed to them;

i) all applicants who are not permanent employees of Board;

ii) all applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance;

iii) all applicants who are permanent employees of the Board but not covered by sub-Para (ii) above if they require the advance for the purchase of a ready built house or repayment of earlier loan (s) taken for construction/purchasing a house.

(7) (b) (2) In addition to the compliance with the provisions in sub-para (a) & (b) (1) above, the applicant for constructing or purchase of a ready-built flat should furnish adequate collateral security as laid down under Rule 274 of the compilation of the General Financial Rules, 1963, wherever the land on which the flats stand is not mortgaged by the owner of land in favour of the Board as a security towards repayment of the advance.

*Note:* (i) The liability of the surety will continue till the house built/purchased is mortgaged to the Board or till the advance together with the interest due thereon is repaid to the Board, whichever happens earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the employee liable to suitable disciplinary action under the Mormugao Port Employees (Classification, Control and Appeal) Regulations, 1964 apart from his being called upon to refund to the Board forthwith the entire advance drawn by him together with interest in accordance with Regulation 8 below.

(iii) The period for producing the sale deed in respect of the developed plot of land referred to in sub-rules (a) (1) (i) and (a) (3) (i) may be extended by the Head of the Department by a reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately; that the extension of time will enable him to acquire the title/lease hold rights to the land and that he has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the date of the

drawal of the first instalment of the advance or in such period by which the time for the completion of the house is extended under Regulation 9(a) (ii).

**8. Interest.** — An advance granted under these Regulations shall carry simple interest from the date of advance, the amount of interest being calculated on the balances outstanding on the last day of each month. The rate of interest will be fixed by Board from time to time.

**9. Construction, maintenance, etc.** — (a) The construction of the house or additions to living accommodation in an existing house, (as the case may be) shall be: —

(i) carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior written concurrence of the Chairman. The employees shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Board, that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Chairman may, if necessary, arrange to have inspection carried out to verify the correctness of the certificates;

(ii) completed within 18 months of the date of which the first instalment of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him together with interest thereon calculated as in Regulation 8 above, in one lumpsum. An extension of the time limit may be allowed upto one year by the Chairman and for longer period by the Board of Trustees, in those cases where the work is delayed due to circumstances beyond his/her control. The date of completion must be reported to the Chairman without delay.

(b) Immediately on completion or purchase of the house, as the case may be the employee concerned shall insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning, till the advance is fully repaid to the Board and deposit the policy with the Board. The premium must be paid regularly and the premium receipts produced for inspection by the Head of the Department. In the event of failure on the part of the employee to effect insurance against fire, flood and lightning, it shall be lawful, but not obligatory for the Board to insure the said house, at the cost of the employee concerned and add the amount of the premium to the outstanding amount of the advance and the employee shall be liable to pay interest thereon, as if the amount of the premium has been advanced to him, as part of the aforesaid advance at the prevailing rate of interest till the amount of the premium has been advanced to him, as part of the aforesaid advance at the prevailing rate of interest till the amount is repaid to the Board. The Head of the Department will obtain from the employee drawing the advance a letter as prescribed in (Form No. 8) to the insurer with whom the house is insured,



to notify to the latter the fact that the Board is interested in the insurance policy secured. The Head of Department will himself forward the letter to the insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to the Board.

(c) The house must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to the Board in full. The employee shall furnish an annual certificate to this effect to the Head of the Department.

(d) After the completion of the construction of the house, annual inspections may be carried out by any authorised officer under instructions from the Chairman to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for these inspections by the officer/s designated for the purpose.

*Note:* Furnishing of false certificate will render the employee concerned liable to suitable disciplinary action apart from his being called upon to refund to the Board forthwith the entire advance drawn by him together with interest accruing thereon in accordance with Regulation 8 above.

**10. Repayment of the advance.** — (a) The advance, granted to an employee under these Regulations, together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. First, the recovery of the advance shall be made in not more than 180 monthly instalments and then interest shall be recovered in not more than 60 monthly instalments.

*Note:* (i) The amount to be recovered monthly shall be fixed in whole rupees, except the case of the last instalment when the remaining balance, including any fraction of a rupee shall be recovered.

(ii) Recovery of advances granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of 18th month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. In the case of an advance taken for purchasing a ready built house or repaying earlier loans taken for constructing a house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii) It will be open to employees to repay the amount in a shorter period, if they so desire. In any case, the entire advance must be repaid in full with interest thereon, before the date on which they are due to retire from service.

(iv) In order to avoid undue hardships to an employee who is due to retire within 20 years of the date of application for the grant of an advance and under the service Regulations applicable to him, is eligible for the grant of a gratuity or death-cum-retirement gratuity, the Chairman may permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalment shall not be less than that worked out on the basis of repayment within a period of 20 years) during the

remaining period of his service, provided he agrees to the incorporation of a suitable clause in the prescribed Agreement and Mortgage Deed form to the effect that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(v) In case the employee does not repay the balance of the advance due to the Board on or before the date of his retirement, it shall be open to the Board to enforce the security of the mortgage at any time thereafter, and recover the balance of the advance due together with interest and cost of recovery, by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of advance shall be effected through the monthly pay/leave salary/subsistence allowance bills of the employees concerned by the Head of the office or the Financial Adviser & Chief Accounts Officer concerned, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of the Chairman/Board. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by the Chairman, if considered necessary.

(c) If an employee ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Board of forthwith. The Chairman, may, however, in deserving cases, permit the employee concerned, or his/her successors-in-interest as the case may be, or the sureties in cases covered by Regulations 7 (b), if the house has not been completed and/or mortgaged to the Board by that time, to repay the outstanding amount together with interest thereon calculated as in Regulation 8 above, in suitable instalments. Failure on the part of the employee concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

(d) The property mortgaged to the Board shall be reconveyed to the employee concerned (or his successors-in-interest as the case may be), after the advance, together with the interest thereon, has been repaid to the Board in full.

**11. Procedure for dealing with applications.** — (a) Applications addressed to the Board/Chairman should be submitted by the employees through the Head of their Department in the prescribed form (in duplicate). The following documents should accompany the applications: —

(i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of applying.

(ii) If the advance is required for enlarging living accommodation in an existing house or for repaying earlier loans taken for constructing a house, an attested copy of the sale deed as well as of other documents, if any, establishing that the applicant possesses an indisputable title to the property in question and that the property in question is free from encumbrances. The site plan



should also be furnished where advance is required for repayments of earlier loan(s); authentic evidence indicating the outstanding amount (s) of the loan (s) in question should also be furnished.

(iii) In cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built, alongwith the site plan. If the land happens to be lease hold, an attested copy of the lease deed should also be enclosed.

(iv) In cases where the applicant desires to purchase land, an attested copy of a letter from the seller of the plot to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly demarcated developed plot of land to the applicant within a period of two months, from the date of his letter, may be forwarded.

(v) In cases where the applicant desires to purchase a flat, an attested copy of a letter from the seller of the flat, to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly distinguishable flat to the applicant, within a period of two months from the date of his letter, may be forwarded.

(b) The Heads of the Departments will scrutinise the applications and satisfy themselves of the correctness of the facts etc. stated therein. They will also examine the title deeds etc. furnished in compliance with sub-regulations (ii) and (iii) above (in consultation with the Port's Legal Adviser and the Revenue and Registration authorities, if necessary) to make sure that the applicant does in fact possess a clear title to the property in question and that the property is free from encumbrances. After this has been done, the Heads of Departments will forward the applications to the Financial Adviser & Chief Accounts Officer.

(c) The Financial Adviser & Chief Accounts Officer's Office will examine the application with reference to eligibility and subject to funds being available, certifying the maximum amount of advance that could be granted to applicant concerned and forward the application to the Board/Chairman as the case may be for approval.

(d) (i) On receipt of the approval of the competent authority the Head of the Department shall also arrange to complete the prescribed formalities such as execution of the Agreement, Mortgage Deed, Surety Bond, etc. in the prescribed forms (in consultation with the appropriate legal authorities where necessary) and then forward the papers to Financial Adviser & Chief Accounts Officer for arranging payment out of the sanctioned advance to the applicant. Where land or a ready built house is intended to be purchased with the help of the advance, the Head of the Department may before forwarding the papers to Financial Adviser & Chief Accounts Officer, also require the employee concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire an indisputable title to the land house in question. In such cases, the sale deeds, etc. should be examined by the Head of the Department carefully (in consultation

with the appropriate legal authorities where necessary) to ensure that the employee concerned has actually acquired an indisputable title to the property exclusive of title to plot of land in the case of flats in question. It should also be verified that the market value of land house purchased is not less than the advance sanctioned.

(d) (ii) The Heads of Departments shall instruct applicants desirous of constructing a new house or enlarging living accommodation in an existing house to furnish two copies of the Plans, as well as the specifications and estimates in the prescribed proforma. The plans should be duly approved by the Municipality or other Local Body concerned before submitting them to the Board.

(e) (i) The Plans and specifications shall then be scrutinised by the Financial Adviser & Chief Accounts Officer, who will certify the maximum amount that could be paid as first instalment. The proposal for the disbursement of the first instalment will then be submitted to the Chairman for authorising the disbursement after the Head of Department has arranged to complete the prescribed formalities such as, execution of agreements, mortgage deed, Surety Bond, Undertakings, etc. in the prescribed form.

(ii) The payment of remaining two instalments of advance will be made after obtaining Chairman's sanction for the disbursement on the basis of certificate to be furnished by the applicants as prescribed in Regulation 9(a) and such inspection as may be deemed necessary. It should also be verified before disbursing the last instalment of the advance that the development of the site has been completed vide Regulation 7(a) above.

*Note:* Along with the proposal for the disbursement of an instalment of an advance, the Head of Department should forward a certificate to the effect that the required formalities in pursuance of which the instalment has become due have been completed.

The Head of the Department shall also ensure that the construction of the house is completed within the period prescribed in the Regulations and that:

(i) The prescribed mortgage deed is executed immediately on completion purchase of the house and the document kept in safe custody after Registration.

(ii) The house is insured in the manner indicated in regulation 9(b) above, immediately on its completion/purchase and that the premium receipts are regularly produced for inspection.

(iii) The house is maintained in good repair and that the necessary insurance premia, land tax and Municipal rates and taxes are paid regularly and the requisite certificate furnished annually until the advance has been repaid in full.

(iv) Monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bill/subsistence bill of the employee concerned thereafter.

(v) In the case of employees likely to retire within 18 months of the date of their application for the advance (See Regulation 7(b) above), the amount of their provident fund and gratuity will be adequate to cover the balance of the advance outstanding against them just before the date of their retirement and that in such cases any applications for advance/withdrawal from this Pro-

vident Fund subsequent to the grant of house building advances under these Regulations and should not be ordinarily entertained.

(vi) Any amount drawn in excess of the expenditure incurred, is refunded by the employees concerned to the Board forthwith, together with the interest, if any, due thereon.

(vii) The property mortgaged to the Board is released immediately on the repayment of the advance and the interest thereon in full. The Reconveyance Deed should be got registered. After the Reconveyance Deed has been executed and registered the mortgage deed, the Sale Deed and such other document deposited by the employees should be returned to him and a receipt therefor should be taken and kept on record along with a copy of the Reconveyance Deed. The expenses in connection with the execution/registration of the Reconveyance Deed shall be borne by the employee.

**12. General.**—In any matter not specifically provided for in these Regulations, the decisions/orders issued from time to time by the Government of India in this matter shall apply, in so far as they are not inconsistent with these Regulations.

**13. Interpretation.**—If any question arises relating to the interpretation of these Regulations, it shall be decided by the Board.

**Application form prescribed under the Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, 1972**

1. (a) Name (in block letters)  
(b) Designation  
(c) Scale of pay  
(d) Present Pay
2. (a) Office in which employed  
(b) Department  
(c) Office where posted
3. Please state:
  - i) whether you are a permanent or non permanent employee of the Board, and the length of service under the Board.
  - ii) Your permanent post, if any, and the name of the office and the department concerned.
  - iii) Date of birth and age next birthday.
  - iv) Date of retirement.
  - v) Is your wife/husband a Board's employee? If so, give her/his name, designation etc.
4. Do you or does your wife/husband/minor child already own a house (see Regulation 3(b)), if so, please state.
  - 1) Station where it is situated with exact address.
  - 2) Floor area in sq. metres.
  - 3) Its approximate valuation.
  - 4) Reasons for desiring to own another house or enlarging living accommodation in an existing house, as the case may be.
5. (a) Do you require the advance for building a new house? If so, please indicate:—(See Regulation 3(a) and 3(c)).
  - (1) Approximate floor area of the house proposed to be constructed (in sq. metres).
  - (2) Estimated cost of land.
  - (3) Estimated cost of building.
  - (4) Total estimated cost.
  - (5) Amount of advance required.
  - (6) Number of years in which the advance with interest is proposed to be repaid.

**Note:**—Entries in column (2) to (4) will have to be supported by specifications, estimates (in the enclosed forms) and plan at the appropriate stage.

(b) Whether you are already in possession of the land?

If so, please state:—

- (1) Name of the city or town or Panchayat where it is located.
- (2) Whether you wish to settle there after retirement.
- (3) Area of the plot (in sq. metres.)
- (4) Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.

(c) If no plot of land is already in your possession how, when and where do you propose to acquire one? State the approximate plot area (in sq. metres) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant, the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of the letter.

6. Do you require the advance for enlarging living accommodation in an existing house?

If so, please state:—

- (1) Number of rooms in the house (excluding lavatory, bathroom and kitchen).
- (2) Total floor area of the rooms (in sq. metres).
- (3) If an additional storey is proposed to be added, is the foundation strong enough?

**Particulars of addition desired:**

- (4) Number of rooms.
- (5) Floor area (in sq. metres).
- (6) Estimated cost.
- (7) Amount of advance desired.
- (8) Number of years in which the advance with interest is proposed to be repaid.

**Note:**—A plan of the house should accompany the application.

7. Do you require the advance for purchasing a ready built house?

(a) (i) If so, and in case you already have a house in view, please state:

- (1) Exact location of the house.
- (2) Floor area of the house (in sq. metres).
- (3) Plinth area of the house (in sq. metres).
- (4) Approximate age of the house.
- (5) Municipal valuation of the house.
- (6) Name and address of the owner.
- (7) Approximate price expected to be paid.
- (8) Amount of advance required.
- (9) Number of years on which the advance with interest is proposed to be repaid.
- (10) The amount withdrawn from Provident Fund for construction/acquisition of house.

(a) (ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house?

**Note:**—A plan of the house and specifications used in construction should accompany the application.

(b) If you do not already have a house in view, how, when and where do you propose to acquire one?

**Indicate:—**

- (1) The approximate amount up to which you will be prepared to buy a house.
- (2) The approximate amount of advance required.
- (3) Number of years in which the advance with interest is proposed to be repaid.

**Note:**—Details specified against item 7(a) above should be furnished in this case also as soon as possible and in any case, before the full amount of the advance is drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or leasehold? If leasehold, state:—

- (1) The term of the lease.
- (2) How much of the term has already expired?

- (3) Whether conditions of the lease permit the land being mortgaged to Board/or any others.  
 (4) Premium paid for the plot.  
 (5) Annual rental of the plot.

**Note:**—A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to the land/house undisputed and free from encumbrances?

(b) Can you produce, if required, original documents (sale or lease deed) in support of your title?

If not state the reasons therefor indicating what other documentary proof, if any, you can furnish in support of your claim?

(See item 5(b) and 6 above).

(c) Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply, drainage, sewerage, street lighting, etc? (Please furnish a site plan with complete address).

10. In case you happen to be due to retire from service within 20 years of the date of this application and are eligible for the grant of a gratuity or death cum retirement gratuity, do you agree by giving a declaration in this Agreement form/Mortgage Deed that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you?

11. Is Regulation 7(b) applicable to your case? If so state:—

(i) the name, designation, scale of pay, Office/Department etc. of the permanent Board employee who is willing to stand surety for you;

(ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your Provident Fund for the construction/acquisition of a house, or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal and the purpose for which the amount now required under these Regulations, is required.

#### DECLARATIONS

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the Mormugao Port Employees (Grant of Advance for Building etc. of Houses) Regulations, and agree to abide by the terms and conditions stipulated therein.

3. I certify that\*

i) My wife/husband is not a Board's employee

My wife/husband who is a Board's employee has not applied for and/or obtained an advance under these Regulations.

ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any government source (e.g. department of rehabilitation) or drawn an advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house (also see item No. 12 above).

iii) That the construction of the house for which the advance has been applied for, has not, yet been commenced.

Station: Signature of the applicant.

Date: Designation:

Department/Office in which employed.

\*Strike out the alternative(s) not applicable.

(To be completed by the applicant's Head of the Department)

Endt. No. ... dated ... Forwarded to the Financial Adviser & Chief Accounts Officer.

(1) I have satisfied myself of the correctness of the facts, etc. stated therein and that the applicant possesses a clear title to the property in question.

(2) It is recommended that an advance of Rs. ... (Rupees ... only) may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions, etc. made from the applicant's salary, that this amount is well within his/her repaying capacity.

(3) The provisions of Regulations 3(b) may be relaxed as a special case (strike out if not applicable).

(4) I am satisfied on the basis of the data provided by the applicant that the valuation of the existing property as shown in item 4(3) of the application fairly represents the current market value of the existing house.

**Note:**—The valuation of the existing house required to be shown in item 4(3) of the application form should be the value as assessed by the concerned Local Body for the purpose of House Tax, if the house is situated in an Urban area. If the Local Bodies do not assess the value of a house for the purpose of House Tax and are therefore not in a position to furnish a certificate to the intending applicants, the applicants should furnish data/documents regarding valuation of the existing house to the satisfaction of the Head of Department who will furnish a certificate as above, while forwarding applications for grant of house building advance for enlargement of houses situated in Urban areas. In so far as properties situated in rural areas are concerned, applicants should furnish a certificate from the Revenue Officer concerned (not lower than the rank of Tehsildar).

(5) The amount of gratuity/death-cum-retirement gratuity due to the applicant on the date of his superannuation (at the time of retirement, calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs. ....

I am also satisfied that there will not be any legal disability in recovering the advance.

Signature:

Designation:

Name of Department:

#### FORM No. 1

Abstract of cost of original estimates and detailed specifications (based on details in Form No. 2) for grant of advances for the building etc. of houses.

Amount:—Rs.

Name:

Designation:

Locality and address in which the house is proposed to be constructed:

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
1	2	3	4	5	6	7

#### I—Earth Work

(Earthwork excavation for foundations and disposing of the surplus earth etc.). sq. metre

#### II—Concrete Work

(Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings). sq. metre

1	2	3	4	5	6	7
<b>III—Damp Proof Course</b> (Concrete on rich cement mortar or bituministic compound).						
<b>IV—Roofing Work</b> (R.C.C. asbestos or any other type of suitable roof).						
<b>V—Reinforced Cement Concrete</b>						
<b>VI—Masonry</b> (Brick, stone, concrete blocks, walls etc.).						
<b>VII—Wood Work</b> (For doors and windows wooden scantlings for roofs etc.).						
<b>VIII—Steel Work</b> (For reinforcements, hold-fast, window bars etc.).						
<b>IX—Flooring</b> (Concrete, stone or marble chip etc.).						
<b>X—Finishing</b> (Plastering, pointing, colour or white washing painting etc.).						
<b>XI—Miscellaneous</b> (Like rain water pipes, shelves, jalis, chulas, pegs, hooks for fans etc.).						
<b>XII—Sanitary Installations</b> (Closets, connections, pipes, manholes, drains etc.).						
<b>XIII—Water Supply</b> (Taps, water meters, water tanks, G.I. pipe etc.).						
<b>XIV—Electricity</b> (Electric points, meters, connections, lines etc.).						
Total cost .....						

Signature of the applicant ...

Date ...

**FORM No. 2****Detailed estimates for an advance to the employees of the Board for the building of a house**

(Detailed estimate sheet to support the quantities given in Form 1).

Name:

Designation:

Office to which attached:

Locality and address in which the house is proposed to be built:

Sr. No.	Details of work	No.	Measurements			Quantity
			Length	Breadth	Height	
1	2	3	4	5	6	7

**I—Earth Work**

- 1 Earthwork in excavation in all soils for foundation and other trenches and depositing the same within 50 metres lead and upto 1.5 metres lift

1	2	3	4	5	6	7
Front wall ...						
Rear Verandah retaining wall ...						
Outside wall ...						
Common walls between rooms ...						
W. C. front and rear ...						
—do— side ...						
Steps in front and rear						
Total earth work ...						
Refilling the excavated earth etc. ...						
Continue details for all items as given in sample Form No. 1 ...						

Signature of the applicant ...

Date ...

1. \*to purchase land and to construct a house thereon or \*to enlarge living accommodation in the existing house on the said hereditaments).

2. \*to construct a house on the said hereditaments, or \*to enlarge living accommodation in the existing house on the said hereditaments).

3. \*to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. ... certain terms and conditions;

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions in the Mormugao Port Employees (Grant of advance for the building, etc. of houses) Regulations, (hereinafter referred to as the «said Regulations» which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property described in the schedule hereunder written.

**AND WHEREAS THE MORTGAGEE—**

1. \*has sanctioned to the MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing.

2. has paid to the MORTGAGOR an advance of Rs. ... (Rupees ... only) on ... and in the manner provided in the said Regulations upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

\*Rs. ... already received on ...

\*Mention whatever is applicable.

**FORM No. 3**

**Form of mortgage deed to be executed when the property is free hold**

(The Mormugao Port Employees (Grant of advance for the building, etc. of houses) Regulations, — 1972 Regulation 7(a) )

This indenture made this ... day of ... one thousand nine hundred and ... son of ... at present employed as ... in the office of ... at ... (hereinafter called «THE MORTGAGOR» which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors administrators and assigns) of the ONE PART AND THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called «THE MORTGAGEE» which expression shall unless excluded by or repugnant to the subject or con-

text include his successors in office and assigns) of the OTHER PART.

WHEREAS THE MORTGAGOR is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured ... and expressed to be hereby conveyed transferred and assured (hereinafter referred to as «the said Mortgaged property»).

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for an advance of Rs ... (Rupees ... only) for the purpose of enabling the MORTGAGOR.

\*Rs ... on the execution of this indenture by the Mortgagor in favour of the Mortgagee,

\*\*Rs. ... when the construction of the house reaches plinth level.

\*\*Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

NOW THIS INDENTURE WITNESSETH as follows:—

1) a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs ... (Rupees ... only) by ... monthly instalments of Rs. ... (Rupees ... only) from the pay of the Mortgagor commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowances of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in \* ... monthly instalments in the manner and on the terms specified in the said Regulations provided that the MORTGAGOR shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however be open to the Mortgagor to repay the amount in a shorter period.

(d) b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the Mortgagor commencing from the month of ... 19 ... or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mort-

gaged property or in such other manner as may be permissible under the law. It will, however be open to the Mortgagor to repay the amount in a shorter period.

Note:— (Delete Clause (i) (a) or (i) (b) whichever is in-applicable).

(iii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at \* ... per cent per annum calculated from the date of the payment by the Mortgagor of the first instalment of the said advance.

Notwithstanding anything contained herein if the Mortgagor utilises the advance for a purpose other than for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the service Regulations applicable to the Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE all and SINGULAR the said MORTGAGED property fully described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights easements and appurtenances to the said mortgaged property or any of them belonging TO HOLD the said mortgaged property with their appurtenances, including all erections and building erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit. AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereof to pay all the expenses incurred on such sale and then to pay moneys in or

\* Mention whatever is applicable.

\*\* The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 7.

+ This will not be more than 180.

\* This will not be more than 60.

\* Rate of interest to be fixed by the Board from time to time.



towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

v) THE MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

a) That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

b) That the Mortgagor shall carry out the construction of the house, additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted in writing by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at\* ... per cent per annum and further will also be liable to appropriate disciplinary action as may be permissible under service Regulations as applicable to the Mortgagor.

c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of+ ... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lumpsum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note: Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house or for repayment of loans taken by an applicant for the construction or purchase of a house.

(d) That the Mortgagor shall immediately insure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of the failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) The Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

#### Schedule above referred to f

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri ... in the office of ... for and on behalf of the Board of Trustees of the Port of Mormugao has ... hereunto set his hand.

Signed by the said (Mortgagor) ... in the presence of ...

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... for and on behalf of the Board of Trustees of the Port of Mormugao.

In the presence of:

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

fTo be filled in by the Mortgagor.

#### FORM No. 3A

Form of Mortgage Deed to be executed when the property is free hold and is held in the joint names of husband and wife

(The Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1972 Regulation 7(a))

This indenture made this ... day of ... one thousand, nine hundred and ... between ... son/daughter of ... of ... at present employed as ... in the office of ... at ... and ... his/her wife /husband (hereinafter jointly referred to as «The Mortgagors» which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns) of the ONE PART and THE BOARD OF TRUSTEES (hereinafter called «THE BOARD» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART:

WHEREAS THE MORTGAGORS are the sole and absolute and sole beneficial owners and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured ... and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as «the said Mortgaged property»).

AND WHEREAS ... one of the mortgagors hereby referred to as Applicant Mortgagor applied to the MORT-

\* Rate of interest to be fixed by the Board from time to time.

+ There mention the date on which the first instalment of the advance is paid to the Mortgagor.

GAGED for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

\*1. to purchase land and to construct a house thereon or,

\*to enlarge living accommodation in the existing house on the said hereditament.

\*2. to purchase a ready built aforesaid house/flat.

AND WHEREAS THE Mortgagee agreed to advance to the principal Mortgagor the said sum of Rs. ... on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the «Mormugao Port Employees (Grant of advances for building, etc. of houses) Regulations» (hereinafter referred to as the «said Regulations» which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the Schedule hereunder written. AND WHEREAS THE MORTGAGEE

\*(1. has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing).

\*(2. Has paid to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ... only) on ... ) and in the manner provided in the said Regulations upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

\*Rs. ... already received on ... \*Rs. ... on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

\*\* (Rs. ... when the construction of the house reaches plinth level).

\*\* (Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads drainage and sewerage).

NOW THIS INDENTURE WITNESSETH as follows:—

(i) (a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGORS do hereby covenant with the MORTGAGEE that the MORTGAGORS shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by \*\*\* ... monthly instalments of Rs. ... (Rupees ... only) from the pay of the APPLICANT commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house, whichever is earlier, and the APPLICANT hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the APPLICANT MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in x- ... monthly instalments in the manner and on the terms specified in the said Rules, provided that the APPLICANT Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs and recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

(ii) (b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the

\* Mention whatever is applicable.

\*\* Note — The language will be modified if the mode of payment is different from what is prescribed in Regulation 7.

\*\*\* This will not be more than 180.

x — This will not be more than 60.

MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the APPLICANT MORTGAGOR DOth hereby covenant with the MORTGAGEE that the APPLICANT mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... from the pay of the APPLICANT Mortgagor commencing from the month of ... 19 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the APPLICANT Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinafter mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

Note:— (Delete Clause (ii) or (i)(b) whichever is inapplicable).

(ii) If the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full, or if the APPLICANT MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulation and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at\* ... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Principal Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT Mortgagor as may be appropriate under the Regulations of service applicable to the Principal Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGORS do hereby grant, convey, transfer, assign and assure unto the MORTGAGEE ALL AND SINGULAR the said mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by the MORTGAGORS on the said mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging to HOLD the said mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely for ever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained NAMELY that if the MORTGAGORS shall duly pay to the MORTGAGEE the said principal sum an interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGORS to the MORTGAGEE under the terms and conditions of the said Regulations, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGORS reconvey, retransfer and reassign the said mortgaged property unto and to the use of the MORTGAGORS or as they may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGORS of the covenants on their part herein con-

\* Rate of interest to be fixed by the Board from time to time.

tained or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise the and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagees.

(v) The MORTGAGORS hereby covenant with the MORTGAGEE as follows:

(a) That the MORTGAGORS now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(b) That the APPLICANT MORTGAGOR shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The APPLICANT Mortgageor shall certify when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through/his representative an inspection to verify the correctness of the aforesaid certificates.

If a false certificate is furnished by the APPLICANT Mortgageor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at ... \*per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the APPLICANT Mortgageor.

(c) That the APPLICANT Mortgageor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of \*\* ... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Principal Mortgageor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lump sum. The APPLICANT Mortgageor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note: Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house/flats or for repayment or loans taken by an applicant for the construction or purchase of a house/flat.

(d) That the Mortgageors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgageors shall pay regularly the premium in respect of the said insurance

from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGORS to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGORS and add the amount of the premium to the outstanding amount of the advance and the APPLICANT MORTGAGOR shall thereupon be liable to pay interest whereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGORS shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgageors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgageors shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgageors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The APPLICANT MORTGAGOR shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgageors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the APPLICANT MORTGAGOR from the whole or any specified part of the gratuity/death-cum-retirement gratuity that may be sanctioned to him.

#### SCHEDULE ABOVE REFERRED TO\*

IN WITNESS WHEREOF THE MORTGAGORS HAVE hereunto set their hands

THIS DAY MONTH & YEAR FIRST ABOVE REFERRED SIGNED BY THE MORTGAGORS

in the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

FOR WITNESS THERE OF SHRI ... in the Office of ... for and on behalf of and by order and direction of the Board of Trustees has signed this present in the presence of

Signed by Shri ... on

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

\*To be filled in by the Mortgageors.

#### FORM NO. 4

Form of Mortgage Deed to be executed when the property is lease hold

Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, 1972 Regulation 7(a)

This indenture made this ... day of ... one thousand nine hundred and ... between ... son of ... of ... at present employed

\* Rate of interest to be fixed by the Board from time to time.

\*\* Here mention the date on which the first instalment of the advance is paid to the Principal Mortgageor.

as ... in the Office of ... at ... (hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the ONE PART and Board of Trustees (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease dated ... and made between ... the Lessor demised to the Mortgagor the property situated at ... and more particularly described in the Schedule hereunder written for a term of ... years commencing from ... the yearly/monthly rent Rs. ... and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the MORTGAGOR.

\*1. to purchase land and\* to construct a house thereon or \*(to enlarge living accommodation in the existing house on the said hereditaments).

\*2. to construct a house or \*(to enlarge living accommodation in the existing house on the said hereditaments).

\*3. to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. ... on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, (hereinafter referred to as the "said Regulations" which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

\*(1. has sanctioned to the MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing).

\*(2. has paid to the MORTGAGOR an advance of Rs. ... (Rupees ... only) on ...) and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing;

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:

(\*\* Rs. ... already received on ... \* Rs. ... on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

\*\*Rs. ... when the construction of the House reaches plinth level.

\*\*Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

NOW THIS INDENTURE WITNESSETH as follows. —

(i)(a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by \*... (\*This will not be more than 180) monthly instalments of Rs. ... (Rupees ...) from the pay of the Mortgagor commencing from the month of ... Nineteen hundred and ... or from the month following completion

\*Mention whatever is applicable.

\*\* Note: — The language will be modified if the mode of payment of advance is different from what is prescribed in Reg. 7.

of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in \*... (\*This will not be more than 60) monthly instalments in the manner and on the terms specified in the said Regulations. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i)(b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the Mortgagor commencing from the month of ... 19..., or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note: (Delete clause (i)(a) or (i)(b) whichever is inapplicable).

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at \* ... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilise the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the mortgagor as may be appropriate under the Regulations of service applicable to the Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor DOTH hereby grant, convey, transfer or assure unto the Mortgagee. ALL AND SINGULAR the said property comprised in said Lease, dated ... and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD the same unto the

\* Rate of interest to be fixed by the Board from time to time.



Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagee or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale \*\* (and in the next place to pay to ... the lessor of the Mortgaged property ... 50% per cent of the unearned increase pursuant to clause ... of the said lease) and then to pay money in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagee.

(v) THE MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagee now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED PROPERTY unto and to the use of the MORTGAGEE in manner aforesaid.

\*(b) That the Mortgagee shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagee shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagee, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at \*... per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagee.

\*(c) That the Mortgagee shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of \*\*\*... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagee shall be

liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lump sum. The Mortgagee shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGOR SHALL immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagee shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagee, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagee shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagee shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagee shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagee shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Lease, dated ... is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the MORTGAGOR WILL so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagee shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagee.

#### SCHEDULE ABOVE REFERRED TO\*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri ... in the Office of ... for and on behalf of the Board of Trustees has hereunto set his hand.

Signed by the said (Mortgagee) ...

\*Normal rate of interest to be charged under the Regulations.  
\*\* Note:— Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

\*\*\*Here mention the date on which the first instalment of the advance is paid to the Mortgagee.

\*To be filled in by the Mortgagee.



In the presence of ...

1st witness:  
Address:  
Occupation:  
2nd witness:  
Address:  
Occupation:

Signed by Shri ... in the Office of ... for and on behalf and by order and direction of the Board of Trustees in the presence of ...

1st witness:  
Address:  
Occupation:  
2nd witness:  
Address:  
Occupation:

#### FORM No. 4A

Form of Mortgage Deed to be executed when the property is lease hold and is held in the joint names of husband and wife

Mormugao Port Employees (Grant of advances for building of house etc.) Regulations 1972. Regulation 7(a).

This indenture made this ... day of ... one thousand nine hundred and ... between ... son of ... of ... at present employed as ... in the Office of ... at ... and ... his/her/wife/husband (hereinafter jointly referred to as "THE MORTGAGORS" which expression shall unless excluded by or repugnant to the subject or context include their respective heirs, executors, administrators and assigns) of the ONE PART AND THE BOARD OF TRUSTEES (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease dated ... and made between ... the Lessor demised to the Mortgagors the property situated at ... and more particularly described in the Schedule hereunder written for a term of ... years commencing from ... at the yearly/monthly rent of Rs. ... and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS one of the MORTGAGORS ... (hereinafter referred to as the APPLICANT MORTGAGOR) applied to the MORTGAGEE for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the said applicant MORTGAGOR.

\*1. to purchase land and to construct a house thereon or \*(to enlarge living accommodation in the existing house on the said hereditaments).

\*2. to construct a house on the said hereditaments or \*(to enlarge living accommodation in the house on the said hereditaments).

\*3. to purchase a ready built aforesaid house/flat.

AND WHEREAS the Mortgagee agreed to advance to the applicant Mortgagor the said sum of Rs. ... on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Mormugao Port Employees (Grant of advance for building etc. of houses) Regulations, 1971 (hereinafter referred to as the 'said regulations' which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

#### AND WHEREAS THE MORTGAGEE

\*[1. has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ...) payable by such instalments and in the manner as hereinafter appearing].

\* Mention whatever is applicable.

\*(2. has paid to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ... only) on ...) and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing;)

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

(\*\*Rs. ... already received on ... \*Rs. ... on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

\*Rs. ... when the construction of the house reaches plinth level.

\*\*Rs. ... when the construction of the houses reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

\*\*\*[AND WHEREAS the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the Power herein contained, or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease.]

#### NOW THIS INDENTURE WITNESSETH as follows:—

(i) (a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGORS DO hereby covenant with the MORTGAGEE that the Mortgagors shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by \* ... monthly instalments of Rs. ... (Rupees ...) from the pay of the APPLICANT MORTGAGOR commencing from the month of ... Nineteen hundred and ... or from the month following completion of the house, whichever is earlier and the APPLICANT Mortgagor hereby authorises the Mortgagee to make deduction from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Applicant Mortgagor shall after paying the full amount of the advance also pay interest due thereon in \*\* ... monthly instalments in the manner and on the terms specified in the said Regulations. Provided that the applicant Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however be open to the Applicant Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGORS DO hereby covenant with the MORTGAGEE that the Mortgagors shall always duly observe and perform all the terms and conditions of the said Regulation and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the APPLICANT MORTGAGOR commencing from the month of ... 19 , or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his/her gratuity/death-cum-retirement gratuity and the Applicant Mortgagor hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his/her death/retirement/superannuation as hereinbefore mentioned, failing

\* Mention whatever is applicable.

\*\* Note:— The language will be modified if the mode of payment of an advance is different from what is prescribed in Reg. 7.

\*\*\* Note:— This applies to Nazul lands (normally) to be inserted wherever applicable.

which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

**Note:**— (Delete clause (i) (a) or (i) (b) whichever is inapplicable), (ii) If the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the APPLICANT MORTGAGOR SHALL become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGORS shall fail to observe or perform any of the terms, conditions and stipulations observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at \* ... per cent, per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the APPLICANT MORTGAGOR utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT MORTGAGOR as may be appropriate under the Rules of service regulations applicable to the Applicant Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagors do hereby grant, convey, transfer or assure into the Mortgagee, ALL AND SINGULAR the said property comprised in the said Lease, dated ... and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagors on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements, and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained namely that if the MORTGAGORS shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGORS to the MORTGAGEE under the terms and conditions of the said Regulations, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGORS reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagors or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the APPLICANT MORTGAGOR of the covenants on his/her part herein contained or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest therein shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise than and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale\* [and in the next place to pay to ... the lessor of the Mortgaged property ... 50 per

cent, of the unearned increase pursuant to clause ... of the said lease] and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagors.

(v) The MORTGAGORS hereby covenant with the MORTGAGEE as follows:—

(a) That the Mortgagors now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

\*(b) That the Applicant Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at ... per cent per annum and further will also be liable to appropriate disciplinary action under the service regulations applicable to the Mortgagor.

\*(c) That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months or ... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Applicant Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lump sum. The applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGORS shall immediately insure the house at their own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGORS to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGORS and add the amount of the premium to the outstanding amount of the advance and the APPLICANT MORTGAGORS shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him/her as part of the aforesaid advance at ... per cent per annum till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagors, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion

\*Normal rate of interest to be charged under the said Regulations.

**Note:**— In case of Nazul lands in Delhi and in similar cases wherever applicable.

of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Applicant Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Lease, dated ... is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indentures of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the MORTGAGORS will so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the Applicant Mortgagor from the whole or any specified part of the gratuity that may be sanctioned to him.

#### SCHEDULE ABOVE REFERRED TO\*

IN WITNESS WHEREOF THE MORTGAGORS have hereunto set their hands this day, month and year first above referred.

Signed by the Mortgagors ...

In the presence of ...

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

In witness whereof Shri ... in the office of ... for and on behalf by order and direction of the Board of Trustees, has signed this present in the presence of signed by Shri ... on ...

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

\* To be filled in by the Mortgagors.

#### FORM No. 4B

#### Form of Mortgage Deed to be executed when the property is LEASE HOLD

(The Mormugao Port Employees Grant of Advances for Building etc. of Houses Regulations, 1972 Regulation 7(a).

This indenture made this ... day of ... One thousand nine hundred and ... between ... son of ... of ... at present employed as ... in the Office of ... at ... (hereinafter called «THE MORTGAGOR» which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the ONE PART and the BOARD OF TRUSTEES (hereinafter called «THE MORTGAGEE» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS the borrower had under the provision of the regulations framed by the Board of Trustees to regulate the grant of advances to its employees for building, etc. of houses (hereinafter referred to as the «said regulations» which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees ... to purchase a ready built house as aforesaid and the Board has sanctioned an advance of Rupees ... to the Borrower vide the Office letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

AND WHEREAS on the ... at the time of the drawal of the said loan an agreement was executed by and between the Mortgagor and the Mortgagee whereby the Mortgagor inter alia undertook to execute a document mortgaging the said flat to the Mortgagee as security for the amount advanced to, Mortgagor as also for the interest payable for the said amount in the form provided by the said regulations.

(a) AND WHEREAS by a deed of conveyance dated the ... day of ... executed by and between the ... of the one part and the Mortgagor of the other part for consideration in the said indenture mentioned the ... transferred and assigned the properties more particularly mentioned in the Schedule to the said document as also the Schedule hereunder to the Mortgagor on terms and conditions in the said indenture mentioned.

AND WHEREAS the consideration for the said transfer was paid by the Mortgagor out of the loan of Rs. ... advanced to him.

#### NOW THIS INDENTURE WITNESSETH as follows:

(i)(a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said regulations the MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the MORTGAGOR shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by\* ... monthly instalments of Rs. ... (Rupees ... only) from the pay of the Mortgagor commencing from the month of ... Nineteen hundred and ... i.e from the pay of the month following that in which the advance is drawn and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in\*\* ... monthly instalments in the manner and on the terms specified in the said regulation. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(d)(b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the Mortgagor commencing from the month of ... 19 ... or from the pay of the month following that in which the advance is drawn, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the

\*This will not be more than 180.

\*\*This will not be more than 60.

Note: — (Delete clause (i)(a) or (i)(b) whichever is inapplicable).

Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at ... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the service Regulations applicable to the Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer or assure unto the Mortgagee. ALL AND SINGULAR the said property comprised in the said Conveyance dated ... and more particularly described in the Schedule hereunder written together with buildings to be erected by the Mortgagor on the said property, if any (hereinafter referred to as the mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging, subject to covenants by the purchaser and to the conditions therein contained to HOLD the same unto the Mortgagee absolutely but subject to the terms and covenants of the said Conveyance and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said regulations, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part therein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the MORTGAGEE under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale \* (and in the next place to pay to

the ... Lessor of the Mortgaged property ... 50 per cent of the unearned increase pursuant to clause ... of the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security or these presents and the balance if any to be paid to the Mortgagor.

(v) THE MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagor now hath himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in a manner aforesaid.

\*(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at ... per cent per annum and further will also be liable to appropriate disciplinary action under the service regulations applicable to the Mortgagor.

\*(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of ... unless an extension of time is allowed in writing by the Mortgagee in case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGOR shall immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the Insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mort-

\*Normal rate of interest to be charged under the said Rules.

\*In case of Nazul lands in Delhi and in similar cases wherever applicable.

\*\* Note. — Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

\*\*\*Here mention the date on which the first instalment of the advance is paid to the Mortgagor.



gagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspection after completion of the house to ensure that it is maintained in good repair until, the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Conveyance Deed, dated ... is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the MORTGAGOR will so long as any money shall remain owing on security of the said MORTGAGED property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all action, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or other dispose of the Mortgaged property.

(k) Notwithstanding anything contained therein, the mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

#### SCHEDULE ABOVE REFERRED TO\*

In WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri ... in the Office of ... for and on behalf of the Board of Trustees has hereunto set his hand.

Signed by the said (Mortgagor) ...

In the presence of ...

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... for and on behalf and by order and direction of the Board of Trustees in the presence of ...

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Note.—Before paying stamp duty on this document the applicants are advised to contact the respective State Governments/Administrations for ascertaining whether exemption from payment of stamp duty is available.

\* To be filled in by Mortgagor.

#### FORM No. 5

Form of Agreement to be executed at the time of drawing an advance by Mormugao Port Trust Employees for purchase of plot of land and building of house, enlargement of existing house and purchase of ready made house (Regulation 7)

AN AGREEMENT MADE THIS ... day of ... one thousand nine hundred and ... BETWEEN ... son of ... at pre-

sent serving as ... (hereinafter called «The borrower» which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Mormugao (hereinafter called the «Board» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the borrower desires to \*purchase land and construct a house thereon/\* enlarge living accommodation in his/her house at ... \*purchase a ready built house described in a Schedule hereto annexed and whereas the borrower has under the provision of the Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, (hereinafter referred to as the «said Regulations», which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees ... to \*purchase the said land \*construct a house thereon \*enlarge living accommodation in his/her house/\*purchase a ready built house as aforesaid and the Board has sanctioned an advance of Rupees ... to the Borrower vide the office letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

(1) In consideration of the sum of Rupees ... (insert the amount of the first instalment) to be paid by the Board after executing of this Agreement for the purchase of land and the sum of Rs. ... (insert balance amount to be paid) to be paid by the Board to the Borrower as as provides in the said Regulations, the Borrower hereby agrees with the Board:

(a) to repay to the Board of Trustees the said amount of Rs. ... (insert full amount sanctioned) with interest calculated in accordance with the said Regulations for the time being in force by monthly instalments of Rs. ... from his pay commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay/leave salary bills/subsistence allowance bills.

(b)(i) Within two months from the date of receipt of the amount of Rs. ... (insert amount of instalments to be paid) out of the said sanctioned advance or within such further time as Government/Head of the Department may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Government the sale deed in respect thereof failing which the borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

(b)(ii) Within three months from the date of the receipt of the aforesaid advance of Rs. ... (Rupees ... only) to expend the aforesaid amount in the purchase\* of the said ready built house and mortgage it to the Board failing which the Borrower shall refund the entire amount of advance together with interest to the Board forthwith unless an extension of time is granted by the Board.

\*(iii) to complete construction/enlargement of the said house within eighteen months of ... strictly in accordance with the plan and specifications to be approved by the Board and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board.

2. If the actual amount paid by the borrower \*for the purchase of land and building a house thereon \*enlarging the house/purchase of a ready built house is less than the amount received under these presents by the Borrower, to repay the difference to the Board forthwith.

3. To execute a document mortgaging the said house land alongwith the house to be built thereon to the Board as security for the amount advanced to the Borrower under these presents as also for the interest payable for the said amount in the form provided by the said Regulations.

4. If the land is not purchased and the sale deed thereof not produced for inspection of the Board within two months of the date of drawal of the part of the advance for that

\*Mention, whatever is applicable.

† Number of instalments to be filled in.



purpose, or within such further time as the Board/Chairman may allow in this behalf.

If the house is not purchased and mortgaged within three months of the advance or within further time as the Board/Chairman may allow in this behalf/\*if the Borrower fails to complete the construction/enlargement of the said house, as hereinbefore agreed, or if the Borrower becomes insolvent or quits service of the Board or dies, the entire amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Board.

5. The Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

6. Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the Borrower to the Board, the Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri ... for and on behalf of the Board set his hand.

The Schedule above referred to:

(To be filled by the Borrower)

Signed by the said Borrower in the presence of

(Signature of the Borrower)

1st Witness ...

Address ...

Occupation ...

2nd Witness ...

Address ...

Occupation ...

Signed by Shri ...

In the office of ...

( ... )

for and on behalf of the Board

In the presence of:

1st Witness ...

Address ...

Occupation ...

2nd Witness ...

Address ...

Occupation ...

\*Mention whatever is applicable.

#### FORM No. 5A

Special form of Agreement to be executed by Mormugao Port Trust Employees for purchase of land and building a house, in a case in which the title to the land will pass to him after the house is built

[Rule 7(a)(1) (i) and 7(a)(3)(i)]

AN AGREEMENT MADE THIS ... day of ... ONE THOUSAND NINE HUNDRED AND ... BETWEEN ... son of ... at present serving as ... (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Port of Mormugao (hereinafter called 'the Board' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the Borrower desires to purchase from ... (insert name of the Vendor) the land at ... described in the schedule hereto and to construct a house on the said land;

AND WHEREAS the conveyance of the said land will be executed by the said ... (insert name of the Vendor) in favour of the Borrower only when the house is constructed;

AND WHEREAS the Borrower has under the provision of the Regulations framed by the Board to regulate the grant of advances to Mormugao Port Employees for building of houses, etc. (hereinafter referred to as the said regulations, which expression shall where the context so admits, include any amendments thereof or addition thereto for the time being in force) applied to the Board for an advance of Rupees ... for the purchase of land and construction of a house thereon and the Board has sanctioned an advance of Rupees ... (insert full amount sanctioned) to the Borrower vide letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein;

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

(1) In consideration of the sum of Rupees ... (insert amount of the first instalment) to be paid by the Board after execution of this agreement for the purchase of land and the sum of Rupees ... (insert balance amount to be paid) to be paid by the Board to the Borrower as provided in the said regulations, the Borrower hereby agrees with the Board,

(a) to repay to the Board the said amount of Rupees ... (full amount of loan) with interest calculated in accordance with the said rules for the time being in force by ... (number to be filled in) monthly instalments of Rupees ... from his pay commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills;

(b) to assign in favour of the Board by way of security all his rights as the Purchaser of the said land in respect of the said land and as against the said ... (insert the name of the Vendor) as soon as he has paid the purchase price of the said land and obtained possession of the said land and for the purpose execute a further assurance in the form provided in the said rules;

(c) to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Board and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board;

(d) if the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Board forthwith; and

(e) to execute a document mortgaging the said land along with the house built thereon to the Board as security for the amount agreed to be advanced to the borrower under these presents as also for the interest payable on the said amount, in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(2) If the borrower fails to complete the construction of the said house as hereinbefore agreed, or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour or if the borrower becomes insolvent or quits the service of the Board or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board.

(3) The Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(4) Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the borrower to the Board the Board will be entitled to recover the same as arrears of land revenue.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri ... in the Office of ... for and on behalf of the Board has hereunto set his hand.

**\*\*SCHEDULE ABOVE REFERRED TO**

(Set out the description of the Land)

Signed by the said Borrower  
in the presence of:

(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... in the presence of:

(for and on behalf of the Board)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

\*\* To be filled in by the Borrower.

**FORM No. 5B**

Special form of Agreement to be executed by Mormugao Port Trust Employees before drawing the second instalment of advance for building a house in a case in which he has drawn the first instalment of advance for purchasing the land after executing an Agreement in Form No. 5 or No. 5A and where the title to the land will be passed to him after the house is built

Rule 7(a)(1)(ii) and 7(a)(3)(ii)

AN AGREEMENT MADE THIS ... day of ... ONE THOUSAND NINE HUNDRED AND ... BETWEEN ... son of ... at present serving as ... (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Port of Mormugao (hereinafter called 'the Board' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the borrower desires to construct a house on the land at ... described in the Schedule hereto.

AND WHEREAS the Borrower has under the provision of the Regulations framed by the Board to regulate the grant of advances to Mormugao Port Employees for building etc. of houses, (hereinafter referred to as the 'said regulations' which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Board for an advance of Rupees ... and the Board has sanctioned an advance of Rupees ... (insert full amount sanctioned) to the Borrower vide the Office letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. And whereas pursuant to an agreement dated ... executed between the parties herein the Board advanced to the Borrower a sum of Rs. ... (insert first instalment paid) out of the aforesaid sanctioned sum of Rs. ... (insert full amount sanctioned) to enable the Borrower to purchase the above land and on the terms and conditions set out in the said Agreement;

AND WHEREAS the borrower has paid the purchase price of the said land to ... (insert the name of the Vendor) from the aforesaid advance and has obtained possession of the said land;

AND WHEREAS the borrower has requested the Board to advance the balance of the aforesaid sanctioned amount. And whereas the conveyance of the said land will be executed in favour of the Borrower by the said ... (insert name of the Vendor) only when the house is constructed;

NOW IT IS HEREBY AGREED by and between the parties hereto follows:

(1) In consideration of the sum of Rupees ... (insert first instalment/already paid by the Board and the balance of Rs. ... (insert balance payable) to be paid by the Board to the Borrower as provided by the said rules, the Borrower with intent to secure repayment of the said sum of Rs. ... (full amount of loan sanctioned) (Rupees ...) hereby assigns to the Board by way of security all his rights as Purchaser of the said land described in Schedule hereto in respect of the said land and as against the said ... (insert name of Vendor).

(2) The Borrower hereby agrees with the Government—

(a) to repay to the Board the said amount of Rupees ... (insert full amount of loan sanctioned) with interest calculated in accordance with the said rules for the time being in force by ... (number to be filled) monthly instalments of Rupees ... from his pay commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills;

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Board and to obtain the necessary conveyance or assurance in his favour within a period of three months of the date of completion of the house;

(c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Board forthwith;

(d) to execute a document mortgaging the said land along with the house built thereon to the Board as security for the total amount advanced to the borrower as also for the interest payable on the said amount in the form provided by the said regulations as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided or if the borrower becomes insolvent or quits the service of the Government or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board and the Board shall be entitled without prejudice to its other rights to proceed to realise the security hereby granted.

(4) The Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the borrower to the Board the Board will be entitled to recover the same as arrears of land revenue.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri ... in the Office of ... for and on behalf of the Board has hereunto set his hand.

**SCHEDULE ABOVE REFERRED TO\*\***

(Set out the description of the land)

Signed by the said Borrower in the presence of:

(Signature of the Borrower)

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri ... in the ... of ...

(For and on behalf of the Board)

\*\* To be filled in by the Borrower.

in the presence of:

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

#### FORM No. 5C

Special form of Agreement to be executed by Mormugao Port Trust Employees before drawing the first instalment of advance for building a house in a case, in which the land is purchased by him with his own funds, but the title to the land will be passed to him after the house is built

[Rule 7(a) (2) (d) and 7(a) (4) (i)]

AN AGREEMENT MADE THIS ... day of ... one thousand nine hundred and ... BETWEEN ... son of ... at present serving as ... (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Port of Mormugao (hereinafter called 'the Board' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the borrower has agreed to purchase the land at ... described in the Schedule hereto annexed from ... (insert name of the Vendor) and has paid the price out of his own funds and obtained possession of the said land. And whereas the Borrower desires to construct a house on the said land. And whereas the conveyance of the said land will be executed in favour of the Borrower by the said ... (insert name of the Vendor) only when the house is constructed and WHEREAS THE BORROWER has under the provisions of the regulations framed by the Board to regulate the grant of advances to Mormugao Port Employees for building etc. of houses (hereinafter referred to as the 'said regulations', which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) applied to the Board for an advance of Rupees ... and the Board has sanctioned an advance of Rupees ... (insert full amount sanctioned) to the Borrower vide the Office letter No. ... dated ... a copy of which annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

NOW IT IS HEREBY AGREED BY AND between the parties hereto as follows:—

(1) In consideration of the sum of Rupees ... (insert first instalment) to be paid by the Board after the execution of this agreement and the balance of Rupees ... to be paid by the Board to the Borrower as provided in the said Regulations, the Borrower, with intent to secure repayment of the said sum of Rupees ... (insert full amount sanctioned) (Rupees ...) hereby assigns to the Board by way of security all his rights as Purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said ... (insert name of the Vendor).

(2) The Borrower hereby agrees with the Board.

(a) to repay to the Board the said amount of Rupees ... (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by ... (number to be filled) monthly instalments of Rupees ... from his pay commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Board and to obtain the necessary conveyance or assurance in his favour within a period of three months from the date of completion of the house.

(c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Board forthwith.

(d) to execute a document mortgaging the said land along with the house built thereon to the Board as security for the amount advanced to the borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the borrower becomes insolvent or quits the service of the Board or dies, the amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board and the Board shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.

(4) The Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Board in that behalf if any amount becomes refundable or payable by the borrower to the Board, the Board will be entitled to recover the same as arrears of land revenue.

#### SCHEDULE ABOVE REFERRED TO\*\*

(SET out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri ... in the office of the ... for and on behalf of the Board has hereunto set his hand.

Signed by the said Borrower  
in the presence of:

...  
(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... in the presence of:

...  
(For and on behalf of the Board)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

\*\* To be filled in by the Borrower.

#### FORM No. 6

The Mormugao Port Employees (Grant of Advance for Building etc. of Houses) Regulations, 1972

SURETY BOND/vide Regulation 7(b)

KNOW ALL MEN BY THESE PRESENTS that I ... son of ... a resident of ... in the District of ... at present employed as a permanent ... in the ... (hereinafter called 'the Surety') am held and firmly bound unto the Board of the Port of Mormugao (hereinafter called 'Board' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum of Rs. ... (Rupees ... only) to be paid to the Board FOR WHICH PAYMENT TO be well and truly made, I hereby

bind myself, my heirs, executors, administrators, and representatives firmly by these presents.

As witness my hand this ... day of ... one thousand nine hundred and ....

WHEREAS ... son of ... a resident of ... in the district of ... at present employed as a temporary/permanent ... in the ... (hereinafter called «the Borrower»)\* (but is due to retire on ...) applied to the Board for an advance of Rs. ... for the purpose of constructing a new house or enlarging living accommodation in an existing house/purchasing a ready built house.

AND WHEREAS the Board sanctioned the payment of Rs. ... (Rupees ... only) under the Mormugao Port Employees (Grant of Advances for building, etc. of houses) Regulations, 1969.

AND WHEREAS the Borrower has undertaken to repay the said amount in ... monthly instalments. AND WHEREAS the Borrower has further undertaken to mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Regulations. AND WHEREAS in consideration of the Board of Trustees having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION IS SUCH that if the said Borrower shall while employed in the said or any other office ... duly and regularly pay or cause to be paid to the Board the amount of the aforesaid advance owing to the Board by instalments until the said sum of Rs. ... (Rupees ... only) shall be duly paid or mortgaged to the Board the house built/purchased referred to above whichever even happens earlier, then this bond shall be void, otherwise the same shall be and remain in full force and virtue. BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Board the whole or so much of the said principal sum of Rs. ... (Rupees ... only) together with the interest as shall then remain unpaid shall immediately become due and payable to the Board of Trustees and recoverable from the Surety in one instalment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged/or in any way affected by an extension of time or any other indulgence granted by the Board to the said Borrower.

Signed and delivered by the ... at ... day of ... 19....

(Signature of Surety)

Designation:

Office to which attached ...

Signature, address and occupation of the witnesses ...

In the presence of

i)  
ii)

Signed by Shri ...

In the office of ...

For and on behalf of the Board of Trustees of the Port of Mormugao in the presence of:

1st Witness ...

Address ...

Occupation ...

2nd Witness ...

Address ...

Occupation ...

\* Strike out if not required.

FORM No. 7

Mormugao Port Employees (Grant of advance for building etc. of houses) Regulations, 1972

FORM OF RECONVEYANCE FOR HOUSE  
BUILDING ADVANCES  
vide Regulation 10(d)

THIS DEED OF RECONVEYANCE IS MADE THE ... day of ... 19... BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called «the Mortgagee» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the one part and ... of ... (hereinafter called «the Mortgagor» which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other Part.

WHEREAS by an Indenture of mortgage, dated the ... day of ... of ... 19... and made BETWEEN the Mortgagor of the one part and the Mortgagee of the other part and registered at ... in the Book ... volume ... pages ... to ... as No ... for ... (hereinafter called the PRINCIPAL INDENTURE). The Mortgagor by the said Principal Indenture mortgaged the property at ... and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs. ... made by the Mortgagee to the Mortgagor.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute a reconveyance of the mortgaged premises as in hereinafter contained. NOW THIS INDENTURE WITNESSETH that the pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant, assign and reconvey unto the Mortgagor ALL THAT THE piece of land situated at ... and comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates, right, title, interest, property, claim and demand whatsoever of the Mortgagee into, out of or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herebefore expressed to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor, forever freed and discharged from all moneys intended to be secured by the said PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, or in respect of, the said moneys or any part thereof, or, for or in respect of, the PRINCIPAL INDENTURE or of anything relating to the premises AND THE MORTGAGOR hereby covenants with the Mortgagee that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof are/is or can be impeached, incumbered or affected in title estate or otherwise howsoever, IN WITNESS whereof the Mortgagee has caused ... on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by ... for and on behalf of the Mortgagee in the presence of witnesses ....

Signature

for and on behalf of the Board

Witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

By order,

Shivakumar Dhindaw

Secretary

Mormugao, 1st March, 1972.

(2nd time)

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